

IN THE SUPREME COURT OF THE STATE OF NEVADA

ST. PAUL FIRE & MARINE
INSURANCE COMPANY

Appellant,

v.

NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA.;
ROOF DECK ENTERTAINMENT, LLC,
D/B/A MARQUEE NIGHTCLUB,

Respondents.

Supreme Court No: 81344

District Court Case No: A758902

Electronically Filed
Feb 19 2021 02:23 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

**APPENDIX TO APPELLANT'S OPENING BRIEF
VOLUME IX of XVI**

HUTCHISON & STEFFEN, PLLC

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Attorneys for Appellant

Chronological Index

Doc No.	Description	Vol.	Bates Nos.
1	Redacted Complaint	I	AA000001-AA000014
2	National Union Motion Dismiss	I	AA000015-AA000031
3	Declaration National Union	I	AA000032-AA000095
4	Marquee Motion Dismiss	I	AA000096-AA0000113
5	Declaration Marque	I	AA0000114-AA0000115
6	Exhibits Marquee Motion Dismiss	I	AA0000116-AA0000118
7	Aspen Motion Dismiss	I	AA0000119-AA0000136
8	Declaration Aspen	II	AA0000137-AA0000256
9	Marquee Response re Objection	II	AA0000257-AA0000261
10	St. Paul Objection Evidence National Union	II	AA0000262-AA0000265
11	St. Paul Objection Evidence Marquee	II	AA0000266-AA0000268
12	St. Paul Opposition to Marquee Motion Dismiss	II	AA0000269-AA0000282
13	St. Paul Opposition to National Union Motion Dismiss	II	AA0000283-AA0000304
14	National Union Reply Motion Dismiss	II	AA0000305-AA0000312

15	Declaration Nation Union	III	AA000313-AA000378
16	Marquee Reply Motion Dismiss	III	AA000379-AA000390
17	National Union Response re Objection	III	AA000391-AA000394
18	Supplemental Declaration Marquee	III	AA000395-AA000397
19	Transcript [2018-02-13]	III	AA000398-AA000438
20	St. Paul Statement Re Aspen Motion	III	AA000439-AA000441
21	SAO Withdraw Aspen Motion Dismiss	III	AA000442-AA000445
22	Order Denying Marquee Motion Dismiss	III	AA000446-AA000448
23	Order Granting Denying National Union Motion Dismiss	III	AA000449-AA000451
24	Redacted First Amended Complaint	III	AA000452-AA000478
25	Aspen 2nd Motion Dismiss	IV	AA000479-AA000501
26	Aspens Declaration	IV	AA000502-AA000623
27	National Union 2nd Motion Dismiss	IV	AA000624-AA000649
28	National Unions Declaration	IV	AA000650-AA000714
29	Marquee 2nd Motion Dismiss	V	AA000715-AA000740
30	Marquee's Declaration	V	AA000741-AA000766

31	Marquee Supp Declaration	V	AA000767- AA000769
32	National Union Request Judicial Notice	V	AA000770- AA000846
33	St. Paul Opposition Marquee 2nd Motion Dismiss	V	AA000847- AA000868
34	St. Paul Declaration 2	V	AA000869- AA000877
35	St. Paul Declaration 1	V	AA000878- AA000892
36	St. Paul Opposition Aspen 2nd Motion Dismiss	V	AA000893- AA000910
37	St. Paul Opposition National Union 2nd Motion Dismiss	V	AA000911- AA000948
38	St. Paul Errata	VI	AA000949- AA000951
39	Marquee Reply 2nd Motion Dismiss	VI	AA000952- AA000963
40	National Union Reply 2nd Motion Dismiss	VI	AA000964- AA000975
41	St. Paul Response to Reply to Motion Dismiss	VI	AA000976- AA001004
42	Aspen Reply 2nd Motion Dismiss	VI	AA001005- AA001018
43	National Union Request to Strike	VI	AA001019- AA001023
44	St. Paul Request to Strike	VI	AA001024- AA001036
45	Aspen Opposition Request to Strike	VI	AA001037- AA001043
46	Transcript [2018-10-30]	VI	AA001044- AA001098

47	Minute Order [2019-02-28]	VI	AA001099-AA001100
48	Order Denying Motions Dismiss	VI	AA001101-AA001105
49	National Union Answer	VI	AA001106-AA001129
50	Roof Deck Answer	VI	AA001130-AA001153
51	Aspen Answer	VI	AA001154-AA001184
52	St. Paul MPSJ against Aspen	VII	AA001185-AA001208
53	St. Paul Declaration MPSJ	VII	AA001209-AA001365
54	St. Paul Request Judicial Notice	VIII	AA001366-AA001442
55	Marquee MSJ	VIII	AA001443-AA001469
56	Marquee Declaration 1 MSJ	VIII	AA001470-AA001472
57	Marquee Declaration 2 MSJ	VIII	AA001473-AA001475
58	Marquee Exhibits MSJ	VIII	AA001476-AA001564
59	Marquee Request Judicial Notice	VIII	AA001565-AA001568
60	National Union MSJ	VIII	AA001569-AA001598
61	National Union Declaration 1 MSJ	VIII	AA001597-AA001599
62	National Union Declaration 2 MSJ	IX	AA001600-AA001664

63	National Union Exhibits MSJ	IX, X, XI	AA001665-AA002094
64	National Union Request Judicial Notice	XI	AA002095-AA002098
65	Aspen Opposition MPSJ	XI, XII	AA002099-AA002310
66	Order Stay Discovery	XII	AA002311-AA002313
67	St. Paul Opposition Marquee MSJ	XII	AA002314-AA002333
68	St. Paul Declaration 1 MSJ	XII	AA002334-AA002336
69	St. Paul Response Marquee Facts	XII	AA002337-AA002345
70	St. Paul Opposition National Union MSJ	XII	AA002346-AA002381
71	St. Paul Declaration 2 MSJ	XII	AA002382-AA002388
72	St. Paul Response National Union Facts	XII	AA002389-AA002394
73	St. Paul Exhibits MSJ	XII, XIII	AA002395-AA002650
74	St. Paul Reply MPSJ and Opp Countermotion	XIII	AA002651-AA002690
75	Marquee Opp Countermotion MSJ	XIII	AA002691-AA002709
76	Marquee Objection re Facts	XIII	AA002710-AA002737
77	Aspen Reply Countermotion MSJ	XIV	AA002738-AA002752
78	Transcript 2019-10-08	XIV	AA002753-AA002776

79	National Union Reply re MSJ	XIV	AA002777-AA002793
80	National Union Objection re Facts	XIV	AA002794-AA002816
81	Marquee Reply re MSJ	XIV	AA002817-AA002827
82	St. Paul Reply re Marquee Countermotion	XIV	AA002828-AA002839
83	Transcript 2019-10-15	XIV	AA002840-AA002894
84	SAO stay discovery	XIV	AA002895-AA002900
85	Finding, Conclusion, Order Granting National Union MSJ	XIV	AA002901-AA002919
86	Finding, Conclusion, Order Granting Roof Deck MSJ	XIV	AA002920-AA002936
87	Order Denying St. Paul MPSJ, Granting Aspen Countermotion	XIV	AA002937-AA002945
88	NOE Findings, Conclusions, Order Denying St. Paul MPSJ	XIV	AA002946-AA002956
89	NOE Findings, Conclusions, Order Granting National Union MSJ	XV	AA002957-AA002977
90	NOE Findings, Conclusions, Order Granting Roof Deck MSJ	XV	AA002978-AA002996
91	Aspen Renewed Motion MSJ	XV	AA002997-AA003025
92	Aspen Appendix MSJ	XV, XVI	AA003026-AA003341
93	St Paul Notice of Appeal	XVI	AA003342-AA003344
94	St. Paul Opp Aspen Renewed MSJ	XVI	AA003345-AA003384

95	Aspen Reply Renewed MSJ	XVI	AA003385- AA003402
96	NOE Order Denying Aspen Renewed MSJ	XVI	AA003403- AA003416

Alphabetical Index

Doc No.	Description	Vol.	Bates Nos.
25	Aspen 2nd Motion Dismiss	IV	AA000479- AA000501
51	Aspen Answer	VI	AA001154- AA001184
92	Aspen Appendix MSJ	XV, XVI	AA003026- AA003341
7	Aspen Motion Dismiss	I	AA000119- AA000136
65	Aspen Opposition MPSJ	XI, XII	AA002099- AA002310
45	Aspen Opposition Request to Strike	VI	AA001037- AA001043
91	Aspen Renewed Motion MSJ	XV	AA002997- AA003025
42	Aspen Reply 2nd Motion Dismiss	VI	AA001005- AA001018
77	Aspen Reply Countermotion MSJ	XIV	AA002738- AA002752
95	Aspen Reply Renewed MSJ	XVI	AA003385- AA003402
26	Aspens Declaration	IV	AA000502- AA000623

8	Declaration Aspen	II	AA000137-AA000256
5	Declaration Marque	I	AA0000114-AA000115
15	Declaration Nation Union	III	AA000313-AA000378
3	Declaration National Union	I	AA000032-AA000095
6	Exhibits Marquee Motion Dismiss	I	AA000116-AA0000118
85	Finding, Conclusion, Order Granting National Union MSJ	XIV	AA002901-AA002919
86	Finding, Conclusion, Order Granting Roof Deck MSJ	XIV	AA002920-AA002936
29	Marquee 2nd Motion Dismiss	V	AA000715-AA000740
56	Marquee Declaration 1 MSJ	VIII	AA001470-AA001472
57	Marquee Declaration 2 MSJ	VIII	AA001473-AA001475
58	Marquee Exhibits MSJ	VIII	AA001476-AA001564
4	Marquee Motion Dismiss	I	AA000096-AA0000113
55	Marquee MSJ	VIII	AA001443-AA001469
76	Marquee Objection re Facts	XIII	AA002710-AA002737
75	Marquee Opp Countermotion MSJ	XIII	AA002691-AA002709
39	Marquee Reply 2nd Motion Dismiss	VI	AA000952-AA000963

16	Marquee Reply Motion Dismiss	III	AA000379- AA000390
81	Marquee Reply re MSJ	XIV	AA002817- AA002827
59	Marquee Request Judicial Notice	VIII	AA001565- AA001568
9	Marquee Response re Objection	II	AA000257- AA000261
31	Marquee Supp Declaration	V	AA000767- AA000769
30	Marquee's Declaration	V	AA000741- AA000766
47	Minute Order [2019-02-28]	VI	AA001099- AA001100
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61	National Union Declaration 1 MSJ	VIII	AA001597- AA001599
62	National Union Declaration 2 MSJ	IX	AA001600- AA001664
63	National Union Exhibits MSJ	IX, X, XI	AA001665- AA002094
2	National Union Motion Dismiss	I	AA000015- AA000031
60	National Union MSJ	VIII	AA001569- AA001598
80	National Union Objection re Facts	XIV	AA002794- AA002816

40	National Union Reply 2nd Motion Dismiss	VI	AA000964-AA000975
14	National Union Reply Motion Dismiss	II	AA000305-AA000312
79	National Union Reply re MSJ	XIV	AA002777-AA002793
32	National Union Request Judicial Notice	V	AA000770-AA000846
64	National Union Request Judicial Notice	XI	AA002095-AA002098
43	National Union Request to Strike	VI	AA001019-AA001023
17	National Union Response re Objection	III	AA000391-AA000394
28	National Unions Declaration	IV	AA000650-AA000714
88	NOE Findings, Conclusions, Order Denying St. Paul MPSJ	XIV	AA002946-AA002956
89	NOE Findings, Conclusions, Order Granting National Union MSJ	XV	AA002957-AA002977
90	NOE Findings, Conclusions, Order Granting Roof Deck MSJ	XV	AA002978-AA002996
96	NOE Order Denying Aspen Renewed MSJ	XVI	AA003403-AA003416
22	Order Denying Marquee Motion Dismiss	III	AA000446-AA000448
48	Order Denying Motions Dismiss	VI	AA001101-AA001105
87	Order Denying St. Paul MPSJ, Granting Aspen Countermotion	XIV	AA002937-AA002945
23	Order Granting Denying National Union Motion Dismiss	III	AA000449-AA000451

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35	St. Paul Declaration 1	V	AA000878-AA000892
68	St. Paul Declaration 1 MSJ	XII	AA002334-AA002336
34	St. Paul Declaration 2	V	AA000869-AA000877
71	St. Paul Declaration 2 MSJ	XII	AA002382-AA002388
53	St. Paul Declaration MPSJ	VII	AA001209-AA001365
38	St. Paul Errata	VI	AA000949-AA000951
73	St. Paul Exhibits MSJ	XII, XIII	AA002395-AA002650
52	St. Paul MPSJ against Aspen	VII	AA001185-AA001208
11	St. Paul Objection Evidence Marquee	II	AA000266-AA000268

10	St. Paul Objection Evidence National Union	II	AA000262-AA000265
94	St. Paul Opp Aspen Renewed MSJ	XVI	AA003345-AA003384
36	St. Paul Opposition Aspen 2nd Motion Dismiss	V	AA000893-AA000910
33	St. Paul Opposition Marquee 2nd Motion Dismiss	V	AA000847-AA000868
67	St. Paul Opposition Marquee MSJ	XII	AA002314-AA002333
37	St. Paul Opposition National Union 2nd Motion Dismiss	V	AA000911-AA000948
70	St. Paul Opposition National Union MSJ	XII	AA002346-AA002381
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41	St. Paul Response to Reply to Motion Dismiss	VI	AA000976-AA001004

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18	Supplemental Declaration Marquee	III	AA000395- AA000397
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78	Transcript 2019-10-08	XIV	AA002753- AA002776
83	Transcript 2019-10-15	XIV	AA002840- AA002894

CERTIFICATE OF SERVICE

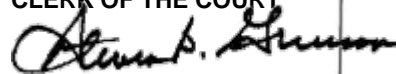
I certify that I am an employee of HUTCHISON & STEFFEN, PLLC and that on the 18th day of February, 2021 the foregoing ***APPENDIX TO APPELLANT'S OPENING BRIEF VOLUME IX of XVI*** was filed electronically with the Clerk of the Nevada Supreme Court, and therefore electronic service was made in accordance with the master service list below:

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24 d/b/a MARQUEE NIGHTCLUB

25 **DISTRICT COURT**

26 **CLARK COUNTY, NEVADA**

27 ST. PAUL FIRE & MARINE INSURANCE
28 COMPANY,

Plaintiffs,

vs.

29 ASPEN SPECIALTY INSURANCE
30 COMPANY; NATIONAL UNION FIRE
31 INSURANCE COMPANY OF
32 PITTSBURGH PA.; ROOF DECK
33 ENTERTAINMENT, LLC d/b/a MARQUEE
34 NIGHTCLUB; and DOES 1 through 25,
35 inclusive,

Defendants.

CASE NO.: A-17-758902-C
DEPT. XXVI

**DECLARATION OF RICHARD C.
PERKINS IN SUPPORT OF NATIONAL
UNION FIRE INSURANCE COMPANY
OF PITTSBURGH, PA'S MOTION FOR
SUMMARY JUDGMENT**

1 I, Richard C. Perkins, declare as follows:

2 1. I am the Head of Operations, Environmental for North America General Insurance.
3 In or around February 6, 2018, I was the Global Operations Executive, Liability and Financial
4 Lines, for Risk Specialists Companies Insurance Agency, Inc., a wholly-owned entity of AIG, Inc. I
5 have personal knowledge of the facts stated herein and, if called as a witness, I could competently
6 testify thereto.

7 2. I am the Manager of a group that is responsible for issuance and maintenance of
8 insurance policies (including the fulfillment of post-binder servicing requests) for underwriting
9 companies that are subsidiaries and/or affiliates of AIG, Inc., including but not limited to, National
10 Union Fire Insurance Company of Pittsburgh, PA ("National Union").

11 3. Pursuant to a request from the underwriting department, National Union policy
12 number 25414413 issued to The Restaurant Group, et al., with an effective date of October 6, 2011,
13 and all endorsements thereto, were retrieved from the electronic filing system, reviewed for
14 completeness and certified by me on December 1, 2017 to be a true and correct copy of National
15 Union policy number 25414413, including all endorsements thereto, as determined from the records
16 of National Union.

17 4. Attached hereto as Exhibit 1 is a true and correct copy of National Union policy
18 number 25414413, including all endorsements thereto, issued to The Restaurant Group, et al.,
19 which I certified on December 1, 2017.

20 I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is
21 true and correct.

22 Dated this 12th day of September, 2019.

23
24 
25 Richard C. Perkins
26
27
28

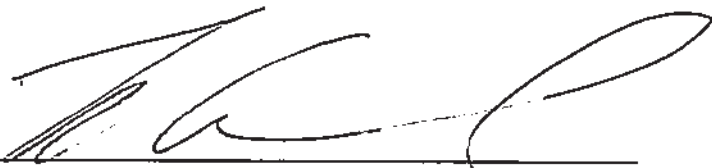
EXHIBIT 1

EXHIBIT 1

POLICY CERTIFICATION

The undersigned is a Manager of Risk Specialists Companies Insurance Agency, Inc. and hereby certifies that the attached material is a true and correct copy of National Union Fire Insurance Company of Pittsburgh, PA Policy No. 25414413, including all endorsements thereto, as determined from the records of National Union Fire Insurance Company of Pittsburgh, PA, issued to, The Restaurant Group, ETAL 888 7th Ave, 34th Floor, New York, NY 10106 with an effective date of October 6, 2011.

I have hereunto subscribed my name this December 1, 2017.

A handwritten signature in black ink, appearing to read 'RCP', is written over a horizontal line.

Richard C Perkins
Global Operations Executive
Risk Specialists Companies Insurance Agency, Inc.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from the Chartis companies. Chartis insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis insurance companies to brokers and independent agents in the United States by visiting our website at www.chartisinsurance.com/producercompensation or by calling 1-800-706-3102.

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.

91222 (12/09)

2 - 13000

Product Profile

Value-Added Policyholder Advantages

At Excess Casualty, our ongoing commitment is to deliver innovative and value-enriching solutions alongside our insurance coverages to help you further address your risk management challenges. As an Excess Casualty policyholder, don't forget to take advantage of the following enhancements and services available to you free of charge!

Did you know that?...

Since the inception of the CrisisResponse program, we've responded to over 325 reported incidents happening to policyholders during their time of crisis.

Each day, more than 10,000 companies are utilizing the RiskToo System to better understand, manage and reduce health and safety risk in their workplace.

The Claims Archive is evidence of our unmatched claims intelligence and the thousands of high-limit liability claims we see and manage on a yearly basis.

CrisisResponse®

CrisisResponse® is a crisis management enhancement built-in to our commercial umbrella policies, providing professional support, including a 24-hour hotline with access to claims specialists, and immediate first dollar coverage outside of the umbrella limit in the event of a catastrophic casualty crisis.

- Up to \$250,000 of additional policy limits to cover urgent crisis management costs, such as temporary living, travel, counseling, medical and funeral expenses.
- An additional \$50,000 limit to retain the services of some of the nation's leading public relations and crisis management firms.
- An optional coverage enhancement that amends the definition of CrisisResponse costs to include expenses incurred by the recall, inspection or disposal of a product that results in a crisis event.

Call the 24-hour, toll-free hotline to trigger CrisisResponse coverage:
1-877-244-3100.

RiskTool System

The RiskToo System is a comprehensive loss prevention and risk management solution that allows users to identify, analyze and manage their operational exposures. Designed exclusively for Chartis, this web-based system provides a customizable platform to:

- Monitor and predict loss exposures with advanced analytics and reporting features;
- Build and manage risk management programs such as safety policies and audits;
- Standardize loss control practices across an organization;
- Access extensive training resources and global risk information;
- and much more.

Visit www.risktool.com to activate your account.

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2 - 13000

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Product Profile

Value-Added Policyholder Advantages

Continued

Claims Archive

The Claims Archive is a comprehensive online database including hundreds of real-world excess casualty claim scenarios. Searchable by liability or cause of loss, industry, or facility type, these examples help facilitate assessment and benchmarking of liability insurance limits.

Visit www.chartisinsurance.com/claimsarchive to search the archive.

For more information about Excess Casualty or any of these services, please visit www.chartisinsurance.com or contact us at excess.casualty@chartisinsurance.com.

Contact

Excess Casualty
175 Water Street, 20th Floor
New York, NY 10038
excess.casualty@chartisinsurance.com



NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT, HOWEVER, BOTH FORMS AND RATES MUST BE MAINTAINED AT THE NEW YORK OFFICE OF THE COMPANY.

Chartis is a world leading property-casualty and general insurance organization serving more than 45 million clients in over 160 countries and jurisdictions. With a 90-year history, one of the industry's most extensive ranges of products and services, deep claims expertise and excellent financial strength, Chartis enables its commercial and personal insurance clients alike to manage virtually any risk with confidence.

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2 - 13000

062210 A 6/10

FORMS SCHEDULE

Named Insured: THE RESTAURANT GROUP, ETAL

Policy Number: BE 25414413

Effective 12:01 AM: October 6, 2011

End't. No.	Form Name	Form Number/ Edition Date
	UMB PRIME DEC	80518 (11/09)
	POLICYHOLDER DISC - NOTICE OF TERRORISM INS COVG	96556 (01/08)
	UMB PRIME JACKET	80517 (11/09)
	SCHEDULE OF UNDERLYING	UNDSCH (05/99)
1	CRISISRESPONSE COVERAGE ENHANCEMENT ENDORSEMENT	94621 (05/07)
2	COVERAGE TERRITORY ENDT.	89644 (07/05)
3	VIOLATION OF ECONOMIC OR TRADE SANCTIONS COND. AM	99497 (06/08)
4	Duties in the Event of an Occurrence, Claim, or Su	83687 (01/10)
5	ACT OF TERRORISM SIR ENDORSEMENT	83049 (03/06)
6	NEW YORK AMENDATORY ENDORSEMENT	69898 (09/06)
7	AUTOMOBILE LIABILITY EXCLUSION	80399 (07/02)
8	Employee Benefits Liability Follow Form Endorsemen	95124 (07/07)
9	GARAGE KEEPERS LEGAL LIAB EXCL	83080 (09/03)
10	COMMERCIAL GENERAL LIABILITY LIMIT. ENDT	87043 (11/04)
11	LEAD EXCLUSION ENDORSEMENT	86471 (02/06)
12	PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT	83093 (05/05)
13	FUNGUS EXCLUSION ENDT	82449 (06/03)
14	FOREIGN LIABILITY EXCLUSION	80431 (07/02)
15	BROAD FORM NAMED INSURED AMENDATORY ENDORSEMENT	95581 (09/07)
16	EMPLOYERS LIABILITY EXCLUSION	83070 (09/03)
17	LIQUOR LIABILITY LIMITATION ENDT	83085 (09/03)

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CIFMSC
CI0226

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Umbrella Prime®
Commercial Umbrella Liability Policy With CrisisResponse®

DECLARATIONS

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- | | |
|--|--|
| <input type="checkbox"/> Chartis Property Casualty Company | <input type="checkbox"/> Illinois National Insurance Company |
| <input type="checkbox"/> American Home Assurance Company | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> Chartis Casualty Company | <input type="checkbox"/> New Hampshire Insurance Company |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania |
| <input type="checkbox"/> Granite State Insurance Company | |

(each of the above being a capital stock company)

Administrative/Mailing Address: 175 Water Street, New York, NY 10038
Telephone No. 212-458-5000

POLICY NUMBER: BE 25414413 RENEWAL OF: NEW

ITEM 1. NAMED INSURED: THE RESTAURANT GROUP, ETAL

MAILING ADDRESS: 888 7TH AVE, 34TH FLOOR
NEW YORK, NY 10106

ITEM 2. POLICY PERIOD: FROM: October 6, 2011 TO: October 6, 2012
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE

The Limits of Insurance, subject to the terms of this policy, are:

- | | |
|-----------------|---|
| A. \$25,000,000 | Each Occurrence |
| B. \$25,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance) |
| C. \$25,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000 | CrisisResponse Sublimit of Insurance |
| E. \$50,000 | Excess Casualty CrisisFund Limit of Insurance |

ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance

ITEM 5. SELF-INSURED RETENTION - \$10,000 Each Occurrence

ITEM 6. PREMIUM AND PREMIUM COMPUTATION

ESTIMATED TOTAL ANNUAL EXPOSURE
RATES PER
MINIMUM PREMIUM
ADVANCE PREMIUM



ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE

PRODUCER NAME: AMWINS INSURANCE BROKERAGE OF CALIFORNIA
ADDRESS: 601 S. FIGUEROA STREET

SUITE 4350
LOS ANGELES, CA 90017

NOTICE:

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APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT, HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.

80518 (11/09)
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Authorized Representative or
Countersignature (Where Applicable)

Date

Issue Date: 10/26/11

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is [REDACTED] and does not include any charges for the portion of losses covered by the United States government under the Act.

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2 - 13000

Umbrella Prime®
Commercial Umbrella Liability Policy With CrisisResponse®

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Named Insured** under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section VII. Definitions.

Except for headings, words that appear in bold print have special meaning. See Section VII. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY

- A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury or Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**.

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

- B. This policy applies, only if:

1. the **Bodily Injury or Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy Period**; and
2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

- C. 1. This policy applies to **Bodily Injury or Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., no executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury or Property Damage** had occurred, in whole or in part. If such an **Insured** or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury or Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury or Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.
2. **Bodily Injury or Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury or Property Damage** after the end of the **Policy Period**.

- D. **Bodily Injury or Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**:

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80517 (11/09)
AH2709 2 - 13000

Page 1 of 24
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8
AA001610

1. reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
 2. receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**;
or
 3. becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
- E. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- F. If we are prevented by law or statute from paying damages covered by this policy on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Retained Limit**.

II. INSURING AGREEMENT-CRISISRESPONSE® AND EXCESS CASUALTY CRISISFUND®

A. CrisisResponse

We will advance **CrisisResponse Costs** directly to third parties on behalf of the **Named Insured**, regardless of fault, arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **CrisisResponse Sublimit of Insurance**.

B. Excess Casualty CrisisFund

We will pay **Crisis Management Loss** on behalf of the **Named Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **Excess Casualty CrisisFund Limit of Insurance**.

- C. A **Crisis Management Event** will first commence at the time during the **Policy Period** when a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** and will end when we determine that a crisis no longer exists or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- D. There will be no **Retained Limit** applicable to **CrisisResponse Costs** or **Crisis Management Loss**.
- E. Any advancement of **CrisisResponse Costs** or payment of **Crisis Management Loss** that we make under the coverage provided by this Section II. will not be a determination of our obligations under this policy, nor create any duty to defend any **Suit** under any other part of this policy.

III. DEFENSE PROVISIONS

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted; or
 2. the damages sought because of **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** would not be covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**, even if the total applicable limits of either the **Scheduled Underlying Insurance** or any applicable **Other Insurance** had not been exhausted by the payment of **Loss**.

If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

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80517 (11/09)
AH2709

Page 2 of 24
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9
AA001611

- B. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** to which this insurance does not apply.
- C. When we assume the defense of any **Suit** against the **Insured** that seeks damages covered by this policy, we will:
1. investigate, negotiate and settle the **Suit** as we deem expedient; and
 2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**:
 - a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - b. premiums on appeal bonds required by law to appeal a judgment in a **Suit** for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - c. all court costs taxed against the **Insured** in the **Suit**;
 - d. pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest accruing after we make such offer;
 - e. post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and
 - f. the **Insured's** expenses incurred at our request or with our consent.
- D. Except as provided in Paragraph A. above, we will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.
- E. We will not defend any **Suit**, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph C. above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of **Loss** and we will have the right to withdraw from the further defense of such **Suit** by tendering control of said defense to the **Insured**.

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:
1. **Insureds**;
 2. claims made or **Suits** brought;
 3. persons or organizations making claims or bringing **Suits**; or
 4. coverages provided under this policy.
- B. The General Aggregate Limit stated in Item 3. of the Declarations is the most we will pay for all damages under this policy, except for:
1. damages included within the **Products-Completed Operations Hazard**; and

2. damages because of **Bodily Injury** or **Property Damage** to which this policy applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto** covered under **Scheduled Underlying Insurance**.

- C. The Products-Completed Operations Aggregate Limit stated in Item 3C. of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard**.
- D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 3A. of the Declarations is the most we will pay for the sum of all damages arising out of any one **Occurrence**.
- E. Subject to Paragraphs B. and C. above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written **Insured Contract** to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the minimum Limits of Insurance you agreed to procure in such written **Insured Contract**.
- F. This policy applies only in excess of the **Retained Limit**. If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:
1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
 2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.
- G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:
1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and
 2. in the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of **Scheduled Underlying Insurance**, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The **CrisisResponse Sublimit of Insurance** is the most we will pay for all **CrisisResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **CrisisResponse Sublimit of Insurance** will be part of, not in addition to, the applicable Limit of Insurance.
- J. The **Excess Casualty CrisisFund Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **Excess Casualty CrisisFund Limit of Insurance** will be in addition to the applicable Limit of Insurance.
- K. We will have no obligation to advance **CrisisResponse Costs** when we determine that a **Crisis Management Event** has ended or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- L. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
- M. We will not make any payment under this policy unless and until:

1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable, **Other Insurance** have been exhausted by the payment of **Loss**, or

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80517 (11/09)
AH2709 2 - 13000

- the total applicable **Self-Insured Retention** has been satisfied by the payment of **Loss** to which this policy applies.

When the amount of **Loss** has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the **Insured** the amount of such **Loss** falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

V. EXCLUSIONS

A. Aircraft and Watercraft

This insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to a watercraft you do not own that is:

- less than 26 feet long; and
- not being used to carry persons or property for a charge.

B. Asbestos

This insurance does not apply to any liability arising out of:

- the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;
- any obligation of the **Insured** to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- any obligation to defend any **Suit** or claim against the **Insured** that seeks damages if such **Suit** or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

C. Contractual Liability

This insurance does not apply to any liability for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- that the **Insured** would have in the absence of a contract or agreement; or
- assumed in an **Insured Contract**, provided **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the **Insured Contract**. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury** or **Property Damage** and included in the Limits of Insurance of this policy, provided:

a. liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and

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80517 (11/09)
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Page 5 of 24
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12
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- b. such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

D. Damage to Impaired Property or Property Not Physically Injured

This insurance does not apply to **Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

E. Damage to Property

This insurance does not apply to **Property Damage** to:

1. property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
3. property loaned to you;
4. personal property in the care, custody or control of the **Insured**;
5. that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

F. Damage to Your Product

This insurance does not apply to **Property Damage** to **Your Product** arising out of it or any part of it.

G. Damage to Your Work

This insurance does not apply to **Property Damage** to **Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

H. Electronic Chatrooms or Bulletin Boards and Electronic Data

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80517 (11/09)
AH2709

2 - 13000

Page 6 of 24
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This insurance does not apply to **Personal Injury and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control. Additionally, this insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

I. Employees and Volunteers

This insurance does not apply to liability of any employee or volunteer qualifying as an **Insured** under this policy arising out of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury**:

1. to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to an employee of yours while in the course of his or her employment or performing duties related to the conduct of your business, or to another volunteer of yours while performing duties related to the conduct of your business;
2. to the spouse, child, parent, brother or sister of such injured employee or volunteer as a consequence of subparagraph 1. above;
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs 1. or 2. above; or
4. arising out of his or her providing or failing to provide professional health care services.

Paragraphs 1., 2. and 3. shall not apply to any liability arising out of **Bodily Injury or Personal Injury and Advertising Injury** if such coverage is provided by **Scheduled Underlying Insurance**. Coverage under this policy for **Bodily Injury or Personal Injury and Advertising Injury** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

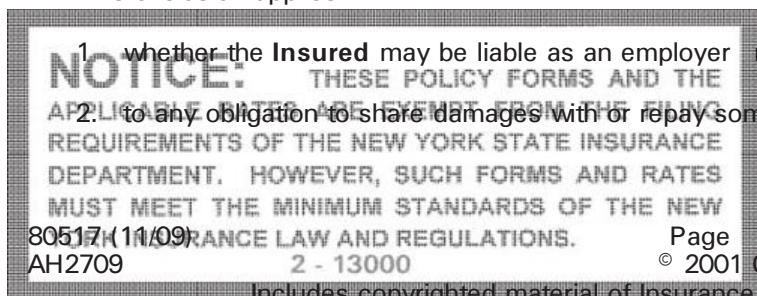
J. Employment Practices

This insurance does not apply to any liability arising out of:

1. failure to hire any prospective employee or any applicant for employment;
2. dismissal, discharge or termination of any employee;
3. failure to promote or advance any employee; or
4. employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including, but not limited to:
 - a. coercion, harassment, humiliation or discrimination;
 - b. demotion, evaluation, reassignment, discipline, or retaliation;
 - c. libel, slander, humiliation, defamation, or invasion of privacy; or
 - d. violation of civil rights.

This exclusion applies:

1. whether the **Insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.



K. Expected or Intended Injury

This insurance does not apply to **Bodily Injury** and **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.

L. Infringement of Copyright, Patent, Trademark or Trade Secret

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

M. Liquor Liability

This insurance does not apply to **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion will not apply if coverage is provided for such **Bodily Injury** or **Property Damage** by **Scheduled Underlying Insurance**.

Coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

N. Media and Internet Type Businesses

This insurance does not apply to **Personal Injury and Advertising Injury** committed by any **Insured** whose business is:

1. advertising, broadcasting, publishing or telecasting;
2. designing or determining content of web-sites for others; or
3. an Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs U1., U2. and U3. of Section VII.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

O. "No-Fault, " "Uninsured Motorist" or "Underinsured Motorist" Laws

This insurance does not apply to any obligation of the **Insured** under any "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" law, or any similar law.

P. Nuclear Liability

This insurance does not apply to:
1. any liability;

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80517 (11/09)
AH2709 2 - 13000

Page 8 of 24
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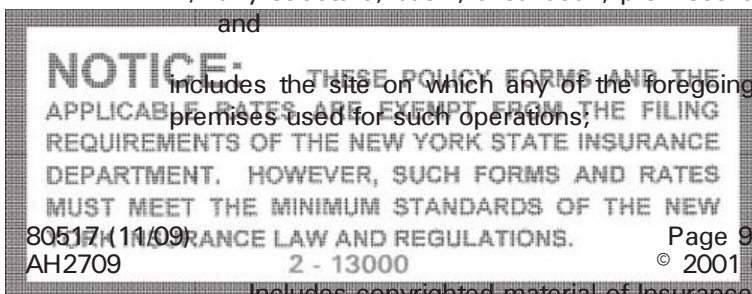
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- a. with respect to which the **Insured** is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability;
- b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; (2) the **Insured** is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;
- c. for **Bodily Injury** or **Property Damage** resulting from the hazardous properties of nuclear material if:
 - i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;
 - ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or
 - iii) the **Bodily Injury** or **Property Damage** arises out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **Property Damage** to such nuclear facility and any property thereat.

2. As used in this exclusion:

- a. "hazardous properties" includes radioactive, toxic or explosive properties;
- b. "nuclear material" means source material, special nuclear material or by-product material;
- c. "source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto ;
- d. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;
- f. "nuclear facility" means:
 - i) any nuclear reactor;
 - ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging wastes;
 - iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the **Insured's** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and

includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;



g. "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

h. **Property Damage** includes all forms of radioactive contamination of property.

Q. Pollution

This insurance does not apply to:

1. Any **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**.

However, Paragraph 1 of this exclusion will not apply if coverage for such **Bodily Injury** or **Property Damage** as is described in subparagraphs 1) through 6) below is provided by **Scheduled Underlying Insurance**:

1) Products-Completed Operations Hazard

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** included within the **Products-Completed Operations Hazard** provided that **Your Product** or **Your Work** has not at any time been:

- a) discarded, dumped, abandoned, thrown away; or
 - b) transported, handled, stored, treated, disposed of or processed as waste;
- by anyone.

2) Hostile Fire

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

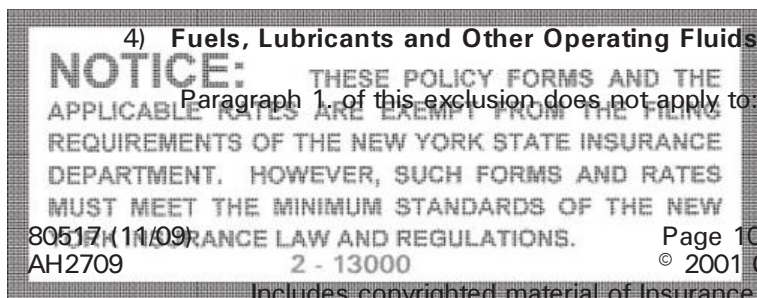
3) Equipment to Cool, Dehumidify, or Heat the Building and Contractor/Lessee Operations

Paragraph 1. of this exclusion does not apply to:

- a) **Bodily Injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;
- b) **Bodily Injury** or **Property Damage** for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than the additional **Insured**.

4) Fuels, Lubricants and Other Operating Fluids - Mobile Equipment

Paragraph 1. of this exclusion does not apply to:



- a) **Bodily Injury or Property Damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **Bodily Injury or Property Damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor; or
- b) **Bodily Injury or Property Damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

5) **Fuels, Lubricants, Fluids, etc. - Auto**

Paragraph 1. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an **Auto** covered by **Scheduled Underlying Insurance** or its parts, if:

- a) the **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Auto** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and
- b) the **Bodily Injury or Property Damage** does not arise out of the operation of any equipment shown in Paragraphs 6b and 6c of the definition of **Mobile Equipment**.

6) **Upset, Overturn or Damage of an Auto**

Paragraph 1. of this exclusion does not apply to **Occurrences** that take place away from premises owned by or rented to an **Insured** with respect to **Pollutants** not in or upon an **Auto** covered by **Scheduled Underlying Insurance** if:

- a) the **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of an **Auto** covered by **Scheduled Underlying Insurance**; and
- b) the discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage.

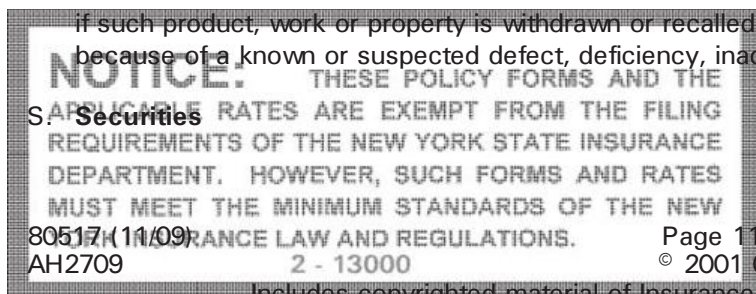
Coverage under this policy for such **Bodily Injury or Property Damage** as is described in subparagraphs 1) through 6) above will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

R. **Recall of Your Product, Your Work or Impaired Property**

This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. **Your Product;**
2. **Your Work;** or
3. **Impaired Property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.



This insurance does not apply to any liability arising out of:

1. any violation of any securities law or similar law or any regulation promulgated thereunder;
2. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
3. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
4. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

T. Unauthorized Use of Another's Name or Product

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

U. Various Personal Injury and Advertising Injury

This insurance does not apply to **Personal Injury and Advertising Injury**:

1. caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury and Advertising Injury**;
2. arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of any **Insured** with knowledge of its falsity;
3. arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the **Policy Period**;
4. arising out of a criminal act committed by or at the direction of the **Insured**;
5. for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;
6. arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**;
7. arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**; or
8. arising out of the wrong description of the price of goods, products or services stated in your **Advertisement**.

V. Various Laws

This insurance does not apply to any obligation of the **Insured** under any of the following:

1. the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or
2. any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

W. Violation of Communication or Information Law

This insurance does not apply to any liability arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

80517 (11/09)
AH2709

Page 12 of 24
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X. War

This insurance does not apply to **Loss**, costs, injury, damage, claim, dispute and/or or suit arising therefrom, caused directly or indirectly, in whole or in part, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes:

1. Civil war; or
2. Armed conflict between two or more nations, armed conflict between military forces of any origin, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

VI. CONDITIONS

A. Appeals

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limits of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

C. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance**.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.
3. The **Policy Period** will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final Premium will not be less than the pro rata share of the Minimum Premium shown in Item 6. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.

6. Premium adjustment may be made at the time of cancellation or as soon as practicable thereafter, but the cancellation will be effective even if we have not made or offered any refund of unearned premium. Our check

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80517 (11/09)
AH2709

2 - 13000

Page 13 of 24
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or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first **Named Insured** in Item 1. of the Declarations will act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Change In Control

If during the **Policy Period**:

1. the first **Named Insured** designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or
2. any person or entity acquires an amount of the outstanding ownership interests representing more than 50% of the voting or designation power for the election of directors of the first **Named Insured** designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to **Bodily Injury** and **Property Damage** that occur prior to the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for **Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named Insured** notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the **Named Insured** fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the **Named Insured** shown in Item 1. of the Declarations or the end of the **Policy Period**, whichever is earlier.

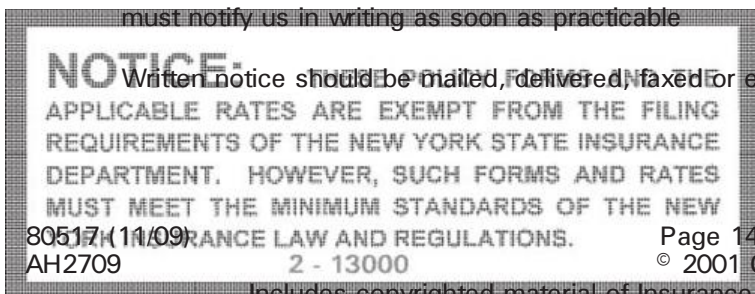
The provisions of paragraph E. shall only apply to transactions with third parties not under control or ownership of the **Named Insured** on the inception date of this policy.

F. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

G. Duties in the Event of an Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an **Occurrence** that may result in a claim or **Suit** under this policy. To the extent possible, notice should include:
 - a. how, when and where the **Occurrence** took place;
 - b. the names and addresses of any injured persons and any witnesses; and
 - c. the nature and location of any injury or damage arising out of the **Occurrence**.
2. If a claim is made or **Suit** is brought against any **Insured** which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable



Written notice should be mailed, delivered, faxed or emailed to:

APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.

80517 (11/09)
AH2709

2 - 13000

Page 14 of 24
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Chartis Claims, Inc.
Excess Casualty Claims Department
Segmentation Unit
175 Water Street, 22nd Floor
New York, NY 10038
Fax: (866) 743-4376
Email: excessfnol@chartisinsurance.com

3. You and any other involved **Insured** must:

- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
 - b. authorize us to obtain records and other information;
 - c. cooperate with us in the investigation, settlement or defense of the claim or **Suit**; and
 - d. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **Insured** because of injury or damage to which this insurance may also apply.
4. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

H. **Headings**

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

I. **Inspection**

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

J. **Legal Actions Against Us**

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **Suit** asking for damages from an **Insured**; or
2. to sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured**; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

K. **Maintenance of Scheduled Underlying Insurance**

You agree that during the **Policy Period**:

1. you will keep **Scheduled Underlying Insurance** in full force and effect;

2. the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;

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80517 (11/09)
AH2709 2 - 13000

Page 15 of 24
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3. the total applicable limits of **Scheduled Underlying Insurance** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss** to which this policy applies; and
4. any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

L. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. Premium

The first **Named Insured** designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6. of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period**.

N. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - b. we then will be reimbursed up to the amount we have paid; and
 - c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured** in the ratio of their respective recoveries as finally settled.

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80517 (11/09)
AH2709

2 - 13000

Page 16 of 24
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3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. Transfer of Your Rights and Duties

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

Q. Unintentional Failure to Disclose

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. Violation of Economic or Trade Sanctions

If coverage for a claim or **Suit** under this Policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

VI. DEFINITIONS

A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. **Auto** means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged.

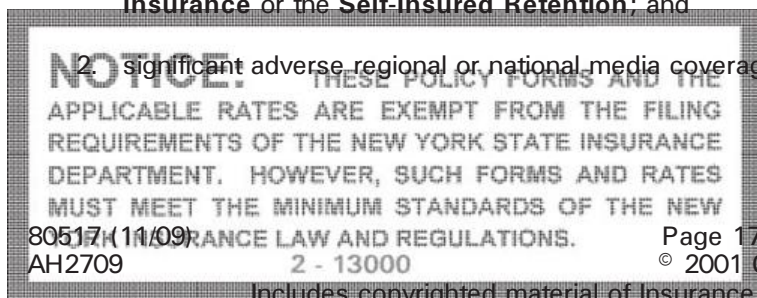
However, **Auto** does not include **Mobile Equipment**.

C. **Bodily Injury** means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

D. **Crisis Management Event** means an **Occurrence** that in the good faith opinion of a **Key Executive** of the **Named Insured**, in the absence of **Crisis Management Services**, has or may result in:

1. damages covered by this policy that are in excess of the total applicable limits of **Scheduled Underlying Insurance** or the **Self-Insured Retention**; and

2. significant adverse regional or national media coverage.



Crisis Management Event will include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any damages arising out of any of the aforementioned must be covered under this policy.

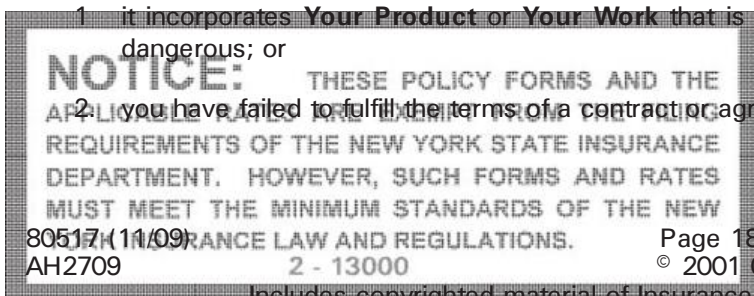
- E. **Crisis Management Firm** means any firm that is shown in Schedule A, Approved Crisis Management Firms attached to and forming part of this policy, which is hired by you to perform **Crisis Management Services** in connection with a **Crisis Management Event**.
- F. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:
1. amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Named Insured** solely arising from a covered **Crisis Management Event**; and
 2. amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the **Named Insured** or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.
- G. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Named Insured** on minimizing potential harm to the **Named Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Named Insured**.
- H. **CrisisResponse Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by us and may be associated with damages that would be covered by this policy:
1. medical expenses;
 2. funeral expenses;
 3. psychological counseling;
 4. travel expenses;
 5. temporary living expenses;
 6. expenses to secure the scene of a **Crisis Management Event**; and
 7. any other expenses pre-approved by the Company.

CrisisResponse Costs does not include defense costs or **Crisis Management Loss**.

- I. **CrisisResponse Sublimit of Insurance** means the CrisisResponse Sublimit of Insurance shown in Item 3D. of the Declarations.
- J. **Excess Casualty CrisisFund Limit of Insurance** means the Excess Casualty CrisisFund Limit of Insurance shown in Item 3E of the Declarations.
- K. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- L. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. you have failed to fulfill the terms of a contract or agreement;



if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
2. your fulfilling the terms of the contract or agreement.

M. Insured means:

1. the **Named Insured**;
2. if you are designated in the declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
4. your volunteer workers only while performing duties related to the conduct of your business;
5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and
- b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**. This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph R. 2 and 3.

N. Insured Contract means that part of any contract or agreement pertaining to your business under which any insured assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

NOTICE: THESE FORMS AND RATES ARE PREPARED BY THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

80517 (11/09)
AH2709

2 - 13000

Page 19 of 24
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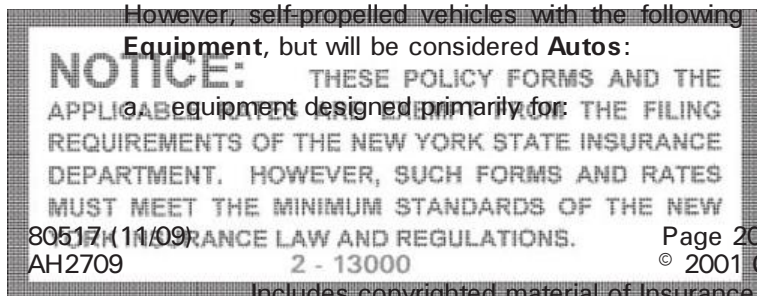
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Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury or Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.
- O. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person holding a title designated by you and approved by us, which title is shown in Schedule B, Additional Key Executives attached to and forming part of this policy.
- P. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then **Loss** shall include such expenses.
- Q. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. vehicles maintained for use solely on or next to premises you own or rent;
 3. vehicles that travel on crawler treads;
 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
 6. vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment**, but will be considered **Autos**:

a. equipment designed primarily for:



- i) snow removal;
 - ii) road maintenance, but not construction or resurfacing; or
 - iii) street cleaning;
- b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered **Autos**.

R. Named Insured means:

1. any person or organization designated in Item 1. of the Declarations;
2. as of the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
3. after the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the **Policy Period** in which you maintain an interest of more than fifty percent (50%), provided that:
 - a. coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
 - b. you give us prompt notice after you acquire or form such organization.

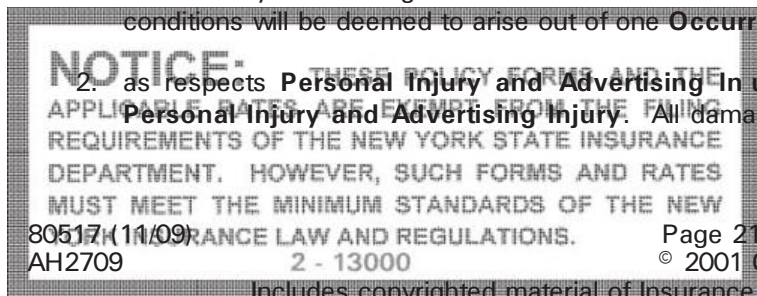
Subject to the provisions of Paragraphs 3a. and 3b. above, a partnership, joint venture or limited liability company that you acquire or form during the **Policy Period** may be added as an **Insured** only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period**.

You agree that any organization to which paragraphs 2. and 3. above apply, will be required to be included as an **Insured** under applicable **Scheduled Underlying Insurance**. If you fail to comply with this requirement, coverage under this policy will apply as though the organization was included as an **Insured**, under the highest applicable limit of **Scheduled Underlying Insurance**.

S. Occurrence means:

1. as respects **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **Occurrence**.
2. as respects **Personal Injury and Advertising Injury**, an offense arising out of your business that causes **Personal Injury and Advertising Injury**. All damages that arise from the same, related or repeated injurious



material or act will be deemed to arise out of one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

T. **Other Insurance** means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, **Other Insurance** does not include **Scheduled Underlying Insurance**, the **Self-Insured Retention** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

U. **Personal Injury and Advertising Injury** means injury arising out of your business, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
5. oral or written publication, in any manner, of material that violates a person's right of privacy;
6. the use of another's advertising idea in your **Advertisement**; or
7. infringement upon another's copyright, trade dress or slogan in your **Advertisement**.

V. **Policy Period** means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.

W. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

X. **Products-Completed Operations Hazard** means all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work** except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the earliest of the following times:
 - a. when all of the work called for in your contract has been completed;
 - b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - c. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Products-Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any **Insured**; or

NOTICE THESE POLICY FORMS AND RATES ARE APPLICABLE ONLY TO THE EXTENT THEY MEET THE REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS.

80517 (11/09)
AH2709

2 - 13000

Page 22 of 24
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2. the existence of tools, uninstalled equipment or abandoned or unused materials.

Y. **Property Damage** means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **Occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Z. **Retained Limit** means:

1. the total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance** providing coverage to the **Insured**; or
2. the **Self-Insured Retention** applicable to each **Occurrence** that results in damages not covered by **Scheduled Underlying Insurance** nor any applicable **Other Insurance** providing coverage to the **Insured**.

AA. **Scheduled Underlying Insurance** means:

1. the policy or policies of insurance and limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and
2. automatically any renewal or replacement of any policy in Paragraph 1. above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

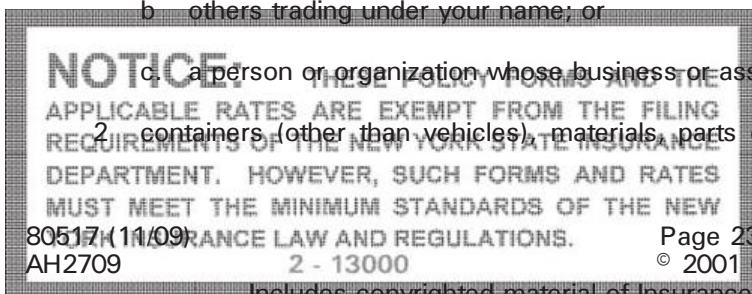
BB. **Self-Insured Retention** means the amount that is shown in Item 5. of the Declarations.

CC. **Suit** means a civil proceeding in which damages because of **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** to which this policy applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

DD. **Your Product** means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or



products.

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
2. the providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

EE. **Your Work** means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative.



SECRETARY



PRESIDENT

This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



Christopher G. Kopser
Authorized Representative

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW

80517 (11/09)
AH2709

2 - 13000

Page 24 of 24
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31
AA001633

SCHEDULE OF UNDERLYING INSURANCE

Issued to: THE RESTAURANT GROUP, ETAL

Policy Number: BE 25414413

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**TYPE OF POLICY
OR COVERAGE**

**INSURER, POLICY NO.
AND POLICY PERIOD**

LIMITS

GENERAL LIABILITY

Aspen Specia ty Ins Co
10/06/11
10/06/12

\$1,000,000
EACH OCCURRENCE
\$2,000,000
GENERAL AGGREGATE
\$2,000,000
PER LOCATION AGGREGATE
\$2,000,000
PRODUCTS/C. OPS. AGGREGATE

Defense Expenses are in addition to the imit

LIQUOR LIABILITY

Aspen Specia ty Ins Co
10/06/11
10/06/12

\$1,000,000
EACH COMMON CAUSE
\$2,000,000
AGGREGATE

Defense Expenses are in addition to the imit

EMPLOYEE BENEFITS LIABILITY

Aspen Specia ty Ins Co
10/06/11
10/06/12

\$1,000,000
EACH EMPLOYEE
\$1,000,000
AGGREGATE

RETRO DATE: 10/5/2011

Defense Expenses are in addition to the imit



Christopher G. Kopser

AUTHORIZED REPRESENTATIVE

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.

UNDSCH (5/99)
AH0006

2 - 13000

ENDORSEMENT No. 1

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

CrisisResponse Coverage Enhancement Endorsement

This policy is amended as follows:

It is understood and agreed that in every instance in which the phrase "CrisisResponse Sublimit of Insurance" is referenced in this policy and/or its endorsements, the phrase "CrisisResponse Limit of Insurance" shall be substituted.

Section IV. LIMITS OF INSURANCE, Paragraph I. is deleted in its entirety and replaced by the following:

- I. The **CrisisResponse Limit of Insurance** is the most we will pay for all **CrisisResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **CrisisResponse Limit of Insurance** will be in addition to the applicable Limit of Insurance.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

94621 (5/07)
AH2035

2 - 13000



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 2

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

NOTICE: THESE POLICY FORMS AND THE
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YORK INSURANCE LAW AND REGULATIONS.
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89644 (7/05)
AH2421



Christopher G. Kopser
Authorized Representative

ENDORSEMENT No. 3

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy With CrisisResponse®

Violation of Economic or Trade Sanctions Condition Amendment Endorsement

This policy is amended as follows:

Section VI. CONDITIONS, Paragraph R. **Violation of Economic or Trade Sanctions** is deleted in its entirety.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
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YORK INSURANCE LAW AND REGULATIONS.
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99497 (6/08)
AH2423



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 4

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

**Duties in the Event of an Occurrence, Claim or Suit and
Schedule A - Approved Crisis Management Firms**

Solely as respects coverage provided by **Section II INSURING AGREEMENT - CRISISRESPONSESM AND EXCESS CASUALTY CRISIS FUND[®]**, the following conditions are added to Section VI. Conditions, Paragraph G. Duties in the Event of an Occurrence, Claim or Suit:

You must report any **Crisis Management Event** to us within twenty-four (24) hours of the time that a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse Costs** and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

1. how, when and where the **Crisis Management Event** is taking or took place;
2. the names and addresses of any injured persons and any witnesses; and
3. the nature and location of any injury or damage arising out of the **Crisis Management Event**.

Written notice should be mailed, e-mailed, or delivered to:

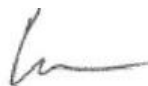
Chartis Claims, Inc.
Excess Casualty Claims Department
Segmentation Unit
175 Water Street, 22nd Floor
New York, NY 10038
Fax: (866) 743-4376
E-mail: excessfnol@chartisinsurance.com

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

83687 (1/10)
AH2831

Page 1 of 7



Christopher G. Kopser

Authorized Representative or
Countersignature (Where Applicable)

36
AA001638

SCHEDULE A

THE FOLLOWING PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Abernathy MacGregor Group			
501 Madison Avenue New York, NY 10022	James T. MacGregor (212) 371-5999 Office (646) 236-3271 Cell (212) 752-0723 Fax (212) 343-0818 Home jtm@abmac.com Rhonda Barnat (212) 371-5999 Office (917) 912-6378 Cell (212) 752-0723 Fax (646) 478-8740 Home rb@abmac.com	(917) 912-6378	Public Relations. Crisis Management and Threat & Vulnerability Assessment.
611 W. Sixth Street, Suite 1880 Los Angeles, CA 90017	Ian D. Campbell (213) 630-6550 Office (213) 489-3443 Cell (213) 489-3443 Fax (818) 957-5650 Home (818) 541-0954 Home Fax idc@abmac.com	(818) 750-4392 (917) 940-3476	
Ann Barks Public Relations (Southeastern United States)			
896 Cross Gates Boulevard Slidell, LA 70461	Ann W. Barks (985) 847-0750 Direct (985) 290-8304 Cell abarkspr@bellsouth.net	(985) 290-8304	Public Relations and Crisis Management
Bright Light Marketing Group (Hawaii Only)			
1001 Bishop Street, Suite 900 Honolulu, Hawaii 96813-3429	Charlene Lo Chan (808) 275-3007 Direct (808) 524-6441 Office (808) 781-7733 Cell (808) 524-8115 Fax charlene@brightlightmarketing.com		Public Relations and Crisis Management
Dix & Eaton			
Dix & Eaton 200 Public Square Suite 1400 Cleveland, OH 44114-2316	Matt Barkett (216) 241-3073 Direct (216) 241-3073 Cell mbarkett@dix-eaton.com	(216) 241-3073	Public Relations. Crisis Management and Threat & Vulnerability Assessment

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FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Edelman			
200 E. Randolph Drive Chicago, IL 60601	William R. Keegan (312) 240-2624 Direct (312) 240-3000 Office (312) 240-2900 Fax (312) 927-8424 Cell bill.keegan@edelman.com	(312) 927-8424	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Edward Howard and Company			
1100 Superior Ave., Suite 1600 Cleveland, OH 44114	Wayne Hill (216) 298-4630 Direct (216) 781-2400 Office (216) 408-1211 Cell whill@edwardhoward.com Kathy Cupper Obert (216) 298-4620 Direct (216) 781-2400 Office (330) 730-5500 Cell kobert@edwardhoward.com Chuck Vella (937) 223-7386 Direct (973) 228-1141 Office (937) 603-5795 Cell cvella@edwardhoward.com Allen Pfenninger (216) 298-4653 Direct (216) 781-2400 Office (216) 554-4455 Cell apfenninger@edwardhoward.com	(216) 408-1211	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Fleishman-Hilliard International Communications, Inc.			
John Hancock Center 875 N. Michigan Avenue, Suite 3300 Chicago, IL 60611-1901	David Saltz (312) 751-3530 Direct (312) 751-8878 Office (312) 203-2114 Cell (312) 751-8191 Fax david.saltz@fleishman.com		Public Relations. Crisis Management and Threat & Vulnerability Assessment
1615 L Street NW, Suite 1000 Washington, D.C. 20036-5610	Benjamin (Ben) Kincannon (617) 69200501 Office (508) 314-4154 Cell (617) 267-5905 Fax ben.kincannon@fleishman.com		

Levick Strategic Communications, LLC

900 M Street NW
Washington, D.C.
20036

Gene Grabowski
(202) 973-1351 Direct
(202) 270-6560 Cell
(202) 973-1301 Fax
ggrabowski@levick.com

(202) 270-6560

Public Relations.
Crisis Management
and Threat &
Vulnerability
Assessment

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Lexicon Communications Corp.			
520 Bellmore Way Pasadena, CA 91103	Steven B. Fink (626) 683-9333 Direct (626) 683-9200 Ext. 225 Office (626) 253-1519 Cell (626) 449-7659 Fax sfink@lexiconcorp.com	(626) 683-9333	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Marsh, Inc. (Reputational Risk & Crisis Management Group f/k/a Kroll Associates)			
1166 Avenue of the Americas New York, NY 10036	Ilene Merdinger (212) 345-1690 Direct (914) 924-1040 Cell (212) 948-8638 Fax ilene.merdinger@marsh.com Larry Walsh (212) 345-2765 Direct (917) 841-8839 Cell (212) 948-8638 Fax larry.walsh@marsh.com	(914) 924-1040	Public Relations. Crisis Management and Threat & Vulnerability Assessment
1255 23 rd Street NW Washington, D.C. 20037	Robert Wilkerson (202) 263-7920 Direct (202) 256-4931 Cell (202) 263-7900 Fax robert.wilkerson@marsh.com		
Robinson Lerer & Montgomery			
1345 Avenue of the Americas 4 th Floor New York, NY 10105	Michael Gross (646) 805-2003 Direct (646) 805-2000 Office (917) 853-0620 Cell (718) 788-5281 Home mgross@rlmnet.com Patrick S. Gallagher (646) 805-2007 Direct (646) 805-2000 Office (917) 328-9333 Cell (646) 805-2829 Fax (914) 232-4256 Home pgallagher@rlmnet.com	(646) 805-2000	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Sard Verbinnen & Co.			
630 Third Avenue, 9 th Floor New York, NY 10017	George Sard (212) 687-8080 Office (212) 687-8344 Fax gsard@sardverb.com	(917) 750-4392	Public Relations. Crisis Management and Threat & Vulnerability Assessment

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

83687 (1/10)
AH2831

Page 4 of 7

39
AA001641

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Sard Verbinnen & Co. (cont.)			
190 S. LaSalle Street, Suite 1600 Chicago, IL 60603	Brad Wilks (312) 895-4740 Direct (312) 895-4700 Office (312) 895-4747 Fax bwilks@sardverb.com		
275 Battery Street, Suite 480 San Francisco, CA 94111	Paul Kranhold (415) 618-8750 Office (415) 568-9580 Fax pkranhold@sardverb.com		
Sitrick and Company, Inc.			
655 Third Avenue, 22 nd Floor New York, NY 10017	Jeffrey S. Lloyd (212) 660-6393 Direct (212) 573-6100 Office (310) 963-2850 Cell (212) 573-6165 Fax jeff_lloyd@sitrick.com	(310) 358-1011	Public Relations. Crisis Management and Threat & Vulnerability Assessment
1840 Century Park East, Suite 800 Los Angeles, CA 90067	Michael S. Sitrick (310) 788-2850 Direct (310) 788-2855 Fax mike_sitrick@sitrick.com		
The Rogers Group			
1875 Century Park East, Suite 300 Los Angeles, CA 90067	Lynne M. Doll (310) 552-4108 Direct (310) 552-6922 Office (310) 552-9052 Fax ldoll@rogerspr.com	(310) 552-6922	Public Relations. Crisis Management and Threat & Vulnerability Assessment
The Torrenzano Group			
The Lincoln Building 60 East 42 nd Street, Suite 2112 New York, NY 10165-2112	Richard Torrenzano (212) 681-1700 Ext. 111 Direct (212) 681-6961 Fax richard@torrenzano.com		Public Relations. Crisis Management and Threat & Vulnerability Assessment
	Edward A. Orgon (212) 681-1700 Ext. 102 Direct (917) 539-4000 Cell (212) 681-6961 Fax ed@torrenzano.com		

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83687 (1/10)
AH2831

2 - 13000

Page 5 of 7

40
AA001642

THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Coventry Health Care, Inc.			
3200 Highland Ave. Downers Grove, IL 60515	Michael Lacroix (914) 223-4463 Cell (786) 513-7690 Fax jxlacroix@cvty.com	(888) 552-5378	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
D.A.R., Inc.			
4 Iris Drive Scarborough, Maine 04074	David W. Hunt (207) 415-0735 Direct (207) 883-0493 Home (207) 883-2436 Fax dhunt12348@aol.com	(207) 415-0735	Crisis Management, Global Investigative Services, Access to National & International Intelligence Agencies, Crisis Management, Threat and Vulnerability Assessment.
GAB Robbins North America, Inc.			
560 Peoples Plaza, Suite 215 Newark, Delaware 19702	Gail Oliver (302) 838-1684 Direct (302) 521-4985 Cell (302) 838-1685 Fax oliverg@gabrobbins.com		Claims Investigative Services, Appraisal Services, Emergency Claims Services and Loss Call Center Operations.
Lombardi Associates			
277 Fairfield Road, Suite 305A Fairfield, NJ 07004	Anthony Nastasi (973) 271-8928 Direct (800) 550-0095 Office (310) 552-9052 Fax anthony.nastasi@lombardiassociates.com	(877) 715-2440	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
Meagher & Geer, P.L.L.P.			
33 S. Sixth Street, Suite 4400 Minneapolis, MN 55402	Russell D. Melton (612) 371-1317 Direct (612) 338-0661 Office (612) 338-8384 Fax (612) 964-1882 Cell rmelton@meagher.com	(612) 347-9118	Crisis Management and Threat & Vulnerability Assessment

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
T. J. Russo Consultants (Nationwide)			
99 Hillside Avenue, Suite X Williston Park, NY 11596	Michael W. Russo (516) 294-8644 Ext. 15 Direct (516) 747-1009 Fax (516) 456-3900 Cell mwrusso123@aol.com	(516) 456-3900	Fire Investigation and Analysis Services.

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83687 (1/10)
AH2831

2 - 13000

Page 7 of 7

42
AA001644

ENDORSEMENT No. 5

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Policy with CrisisResponse®

Act of Terrorism Self-Insured Retention Endorsement

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

The **DECLARATIONS, ITEM 5. SELF-INSURED RETENTION** is amended to include the following additional Self-Insured Retention:

ACT OF TERRORISM SELF-INSURED RETENTION - \$1,000,000 Each **Occurrence** (As respects all liability covered under this policy arising out of any **Act of Terrorism**.) The **Act of Terrorism Self-Insured Retention** will not be reduced or exhausted by **Defense Expenses**.

ITEM 6. OF THE DECLARATIONS, PREMIUM AND PREMIUM COMPUTATION is amended to include the following:

ACT OF TERRORISM PREMIUM

Section IV. LIMITS OF INSURANCE, is amended to include the following additional provision:

The **Act of Terrorism Self-Insured Retention** applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**. If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Act of Terrorism Self-Insured Retention**. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **Act of Terrorism Self-Insured Retention**.

Section III. DEFENSE PROVISIONS, Paragraphs A. 1. and A. 2., and D. are deleted in their entireties, and Paragraph A. is replaced by the following:

- A. We will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

Section VII. DEFINITIONS is amended to include the following additional definition:

Act of Terrorism means:

1. any act which is verified or recognized by the United States Government as an act of terrorism, including a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or

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2 - 13000

83049 (3/06)
AH1721

Page 1 of 2

43
AA001645

2. the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Defense Expenses means any payment allocated to a specific loss, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Costs taxed against the **Insured** in any claim or **Suit**;
5. Pre-judgment interest awarded against the **Insured**;
6. Interest that accrues after entry of judgment.

It is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (in States Where Applicable)

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

83049 (3/06)
AH1721

2 - 13000

Page 2 of 2

44
AA001646

ENDORSEMENT No. 6

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NEW YORK AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1)"Insurer" means the insurance company which issued this policy; and 2) "Insured" means the Named Corporation, Named Organization, Named Sponsor, Named Insured, Named Entity or Insured stated in the declarations page;

The policy is hereby amended as follows:

I. The Cancellation and When We Do Not Renew provisions are deleted and replaced by the following:

(a) CANCELLATION BY THE INSURED

This policy may be cancelled by the Insured by surrender of this policy to the Insurer or by giving written notice to the Insurer stating when thereafter such cancellation shall be effective. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender.

(b) CANCELLATION, NONRENEWAL AND CONDITIONAL RENEWAL BY THE INSURER

(i) If this policy has been in effect for sixty (60) or fewer days when cancellation notice is mailed, and this policy is not a renewal of a policy issued by the Insurer, then this policy may be cancelled by the Insurer by mailing or delivering to the Insured, and to his authorized insurance agent or broker, written notice stating when not less than twenty (20) days thereafter (fifteen (15) days thereafter if cancellation is because of one of the reasons for cancellation set forth in subsection (ii) below) the cancellation shall be effective. Notice of cancellation issued by the Insurer shall specify the grounds for cancellation.

(ii) If this policy has been in effect for more than sixty (60) days when notice of cancellation is mailed, or if this policy is a renewal of a policy issued by the Insurer, then this policy may be cancelled by the Insurer by mailing or delivering to the Insured, and to his authorized insurance agent or broker, written notice stating when not less than fifteen (15) days thereafter the cancellation shall be effective; however, such cancellation must be based on one or more of the following:

(A) nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(B) conviction of a crime arising out of acts increasing the hazard insured against;

(C) discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(D) after issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;

(E) material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(F) required pursuant to a determination by the New York Superintendent of Insurance that continuation of the present premium volume of the Insurer would jeopardize the Insurer's solvency or be hazardous to the interests of insureds of the Insurer, its creditors or the public;

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2 - 13000

69898 (9/06)
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- (G) a determination by the New York Superintendent of Insurance that the continuation of the policy would violate, or would place the Insurer in violation of, any provision of the New York Insurance Law;
- (H) revocation or suspension of an Insured's license to practice his profession; or
- (I) where the Insurer has reason to believe that there is a probable risk or danger that the Insured will destroy or permit the destruction of the insured property for the purpose of collecting the insurance proceeds, provided, however, that:

- (1) a notice of cancellation on this ground shall inform the Insured in plain language that the Insured must act within ten days if review by the department of the ground for cancellation is desired pursuant to item (3) of this subparagraph (I);
- (2) notice of cancellation on this ground shall be provided simultaneously by the Insurer to the department; and
- (3) upon written request of the Insured made to the department within ten days from the Insured's receipt of notice of cancellation on this ground, the department shall undertake a review of the ground for cancellation to determine whether or not the Insurer has satisfied the criteria for cancellation specified in this subparagraph; if after such review the department finds no sufficient cause for cancellation on this ground, the notice of cancellation on this ground shall be deemed null and void.

Notice of cancellation by the Insurer shall specify the grounds for cancellation.

(iii)

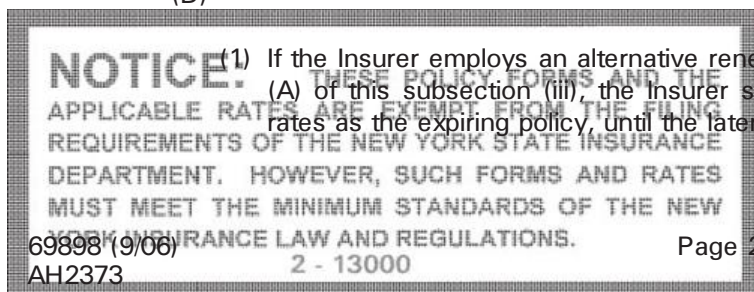
- (A) The Insurer shall mail to the Insured, and to his authorized insurance agent or broker, written notice indicating the Insurer's intention:

- (1) not to renew this policy;
- (2) to condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased deductible or addition of exclusions or upon increased premiums in excess of ten percent; (exclusive of any premium increase generated as a result of increased exposure units or as a result of experience rating, loss rating, or audit);
- (3) that the policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice must be mailed or delivered on a timely basis and advise the Insured that a second notice shall be mailed at a later date indicating the Insurer's intention as specified in subparagraph (1) or (2) of this paragraph (A) and that coverage shall continue on the same terms, conditions and rates as expiring, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered; such alternative renewal notice also shall advise the insured of the availability of loss information and, upon written request, the request, the insurer shall furnish such loss information within ten (10) days to the insured.

- (B) A nonrenewal notice as specified in subparagraph (1), a conditional renewal notice as specified in subparagraph (2), and the second notice described in subparagraph (3) of paragraph (A) of this subsection (iii) shall contain the specific reason or reasons for nonrenewal or conditional renewal, and set forth the amount of any premium increase and nature of any other proposed changes.

- (C) The notice required by paragraph (A) of this subsection (iii) shall be mailed at least sixty (60) but not more than one hundred twenty (120) days in advance of the end of the Policy Period.

(D)



- (1) If the Insurer employs an alternative renewal notice as authorized by subparagraph (3) of paragraph (A) of this subsection (iii), the Insurer shall provide coverage on the same terms, conditions, and rates as the expiring policy, until the later of the expiration date or sixty (60) days after the mailing of

the second notice described in such subparagraph.

- (2) Prior to the expiration date of the policy, in the event that an incomplete or late conditional renewal notice or a late nonrenewal notice is provided by the Insurer, the Policy Period shall be extended, at the same terms and conditions as the expiring policy, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension, and at the lower of the current rates or the prior period's rates, until sixty (60) days after such notice is mailed, unless the Insured elects to cancel sooner.
- (3) In the event that a late conditional renewal notice or a late nonrenewal notice is provided by the insurer on or after the expiration date of the policy, coverage shall remain in effect on the same terms and conditions of the expiring policy for another required policy period, and at the lower of the current rates or the prior period's rates unless the insured during the additional required policy period has replaced the coverage or elects to cancel, in which event such cancellation shall be on a pro rata premium basis.
- (iv) Nothing herein shall be construed to limit the grounds for which the Insurer may lawfully rescind this policy or decline to pay a claim under this policy.
- (v) Notice required herein to be mailed to the Insured shall be mailed to the Insured at the address shown in Item 1 of the Declarations.

Notice required herein to be mailed by the Insurer shall be sent by registered, certified or other first class mail. Delivery of written notice shall be equivalent to mailing.

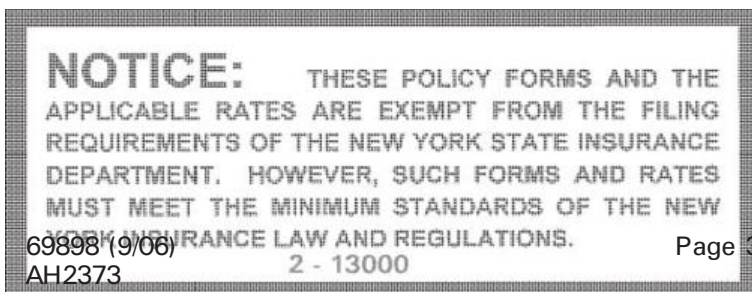
Proof of mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period shall terminate at the effective date and hour of cancellation or nonrenewal specified in such notice.


- (vi) If this policy shall be cancelled by the Insured, the Insurer shall retain the customary short rate proportion of the premium hereon.

If this policy shall be cancelled by the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurer shall not be a condition of cancellation, but such payment shall be made as soon as practicable.

All other terms, conditions and exclusions shall remain unchanged.





Christopher G. Kopser
Authorized Representative

ENDORSEMENT No. 7

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponseSM

Automobile Liability Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Automobile Liability

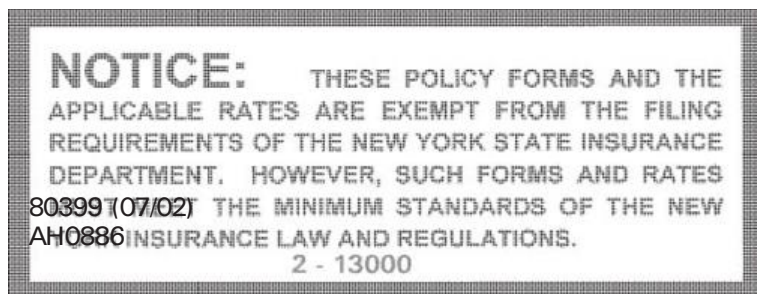
This insurance does not apply to any liability arising out of the ownership, maintenance, use or entrustment to others of any **Auto** owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)



ENDORSEMENT No. 8

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Employee Benefits Liability Follow Form Endorsement

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Employee Benefits Liability

This insurance does not apply to any liability arising out of:

1. any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
2. any act, error or omission committed by or on behalf of the **Insured** solely in the performance of one or more of the following administrative duties or activities:
 - a. giving counsel to employees with respect to a **Plan**;
 - b. interpreting a **Plan**;
 - c. handling of records in connection with a **Plan**;
 - d. effecting enrollment, termination or cancellation of employees under a **Plan**; or
 - e. any claim against an **Insured** solely by reason of his, her or its status as an administrator, the **Plan** or you as sponsor of the **Plan**.

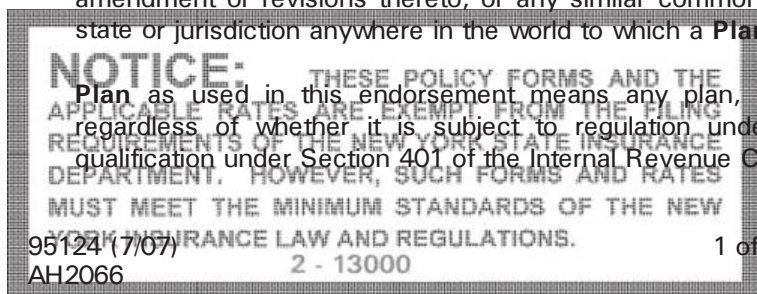
However, this exclusion will not apply only if and to the extent that coverage for such liability is provided by **Scheduled Underlying Insurance**.

Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and retentions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

Section VII. DEFINITIONS is amended to include the following additional definitions:

ERISA as used in this endorsement means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a **Plan** is subject.

Plan as used in this endorsement means any plan, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of **ERISA** or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:



1. a welfare plan, as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits;
2. a pension plan as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
3. a combination of 1. and 2. above.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
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MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.

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AH2066

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2 of 2

ENDORSEMENT No. 9

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Garage Keepers Legal Liability Exclusion Endorsement

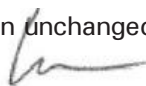
This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Garage Keepers Legal Liability

This insurance does not apply to any **Property Damage** to any **Auto** while such vehicle is on the **Insured's** premises or in any other way in the care, custody or control of the **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
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REQUIREMENTS OF THE NEW YORK STATE INSURANCE
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2 - 13000

83080 (09/03)
AH1235

ENDORSEMENT No. 10

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Commercial General Liability Limitation Endorsement

This policy is amended as follow:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

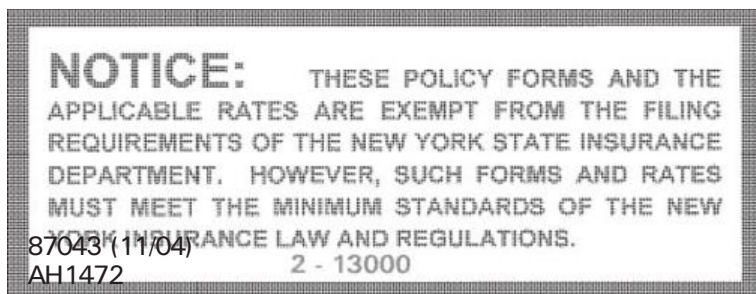
Commercial General Liability

This insurance does not apply to Commercial General Liability.

However, if insurance for Commercial General Liability is provided by a policy listed in **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions and exclusions remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 11

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Lead Exclusion Endorsement

This policy is amended as follows:

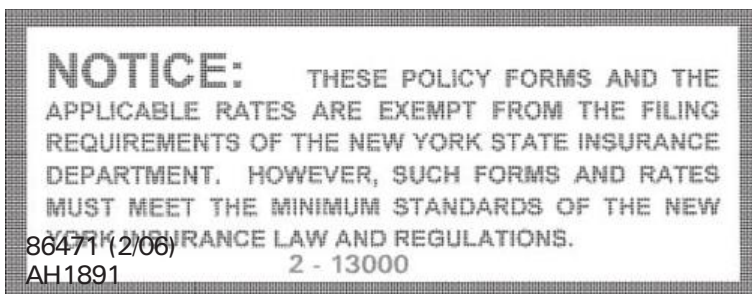
Section V. EXCLUSIONS is amended to include the following additional exclusion:

Lead

This insurance does not apply to any liability arising out of lead or the lead content of products.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



A handwritten signature in black ink, appearing to read "Christopher G. Kopser".

Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 12

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Professional Liability Exclusion Endorsement

This policy is amended as follows:

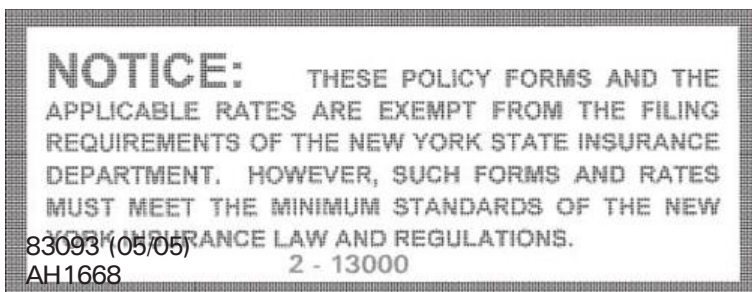
Section V. EXCLUSIONS is amended to include the following additional exclusion:

Professional Liability

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible.

It is understood this exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



A handwritten signature in black ink, appearing to be "Christopher G. Kopser".

Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 13

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Fungus Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to:

Bodily Injury, Property Damage or Personal Injury and Advertising Injury or any other loss, injury, damage, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **Fungus(i), Molds(s)**, mildew or yeast, or
- b. Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom.

Paragraphs a., b., c. and d. above apply regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

Section VII. DEFINITIONS is amended to include the following additional definitions:

Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i), Mold(s)**, mildew, plants, organisms or microorganisms.

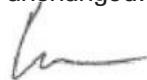
All other terms, definitions, conditions and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

82449 (06/03)
AH1257

2 - 13000

Page 1 of 1



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 14

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponseSM

Foreign Liability Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Foreign Liability

This insurance does not apply to **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place outside the United States of America, its territories or possessions, Puerto Rico or Canada.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
80431 (07/02) THE MINIMUM STANDARDS OF THE NEW
AH0917 INSURANCE LAW AND REGULATIONS.
2 - 13000

ENDORSEMENT No. 15

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy With CrisisResponse®

Broad Form Named Insured Amendatory Endorsement

This policy is amended as follows:

Section VII. Definitions, Paragraph R. Named Insured is deleted in its entirety and replaced by the following:

Named Insured means:

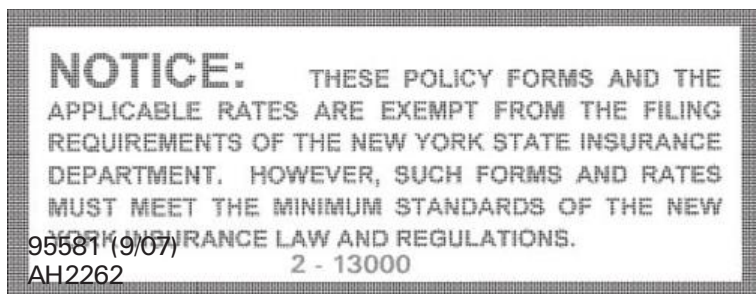
The person or organization first named as the **Named Insured** on the Declarations Page of this policy (the "First Named Insured"). **Named Insured** also includes:


1. any other person or organization named as a **Named Insured** on the Declarations Page;
2. any subsidiary or acquired company or corporation (including subsidiaries thereof) and any other legal entities (including joint ventures, limited liability companies and partnerships) in which:
 - a. any **Insured** named as the **Named Insured** on the Declarations Page has more than 50% ownership in; or
 - b. any **Named Insured** or its subsidiaries have entered into a contract or agreement to place insurance for each such entity; or
 - c. any **Named Insured** or its subsidiaries exercise management or financial control.

The insurance afforded under this endorsement shall not be subject to any requirement of **Section VII. Paragraph M.** that the partnership, joint venture, or limited liability company be shown as a **Named Insured** in Item 1. of the Declarations.

Notwithstanding any of the above, no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.





Christopher G. Kopser
Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 16

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Employers' Liability Exclusion Endorsement

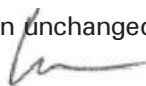
This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Employers' Liability

This insurance does not apply to **Bodily Injury** to any employee of the **Insured** arising out of and in the course of the employee's employment by the **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

83070 (09/03)
AH1225

ENDORSEMENT No. 17

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Liquor Liability Limitation Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph M. is deleted in its entirety and replaced by the following:

M. Liquor Liability

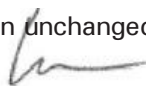
This insurance does not apply to **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, if insurance for such **Bodily Injury** or **Property Damage** is provided by a policy listed in the **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

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83085 (09/03)
AH1240

2 - 13000

FORMS SCHEDULE

Named Insured: THE RESTAURANT GROUP, ETAL

Policy Number: BE 25414413

Effective 12:01 AM: April 2, 2012

<u>End't. No.</u>	<u>Form Name</u>	<u>Form Number/ Edition Date</u>
18	AMENDATORY ENDORSEMENT (CHANGE OF ADDRESS)	95577 (09/07)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

CIFMSC
CI0226

ENDORSEMENT No. 18

This endorsement, effective 12:01 AM: April 2, 2012

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Amendatory Endorsement (Change of Address)

This policy is amended as follows:

DECLARATIONS, Item 1 is amended to read as follows:

NAMED INSURED: THE RESTAURANT GROUP, ETAL

MAILING ADDRESS: C/O JEANETTE STRANG
1350 AVENUE OF THE AMERICAS, SUITE 710
MANHATTAN, NY 10019

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
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YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

95577 (9/07)
AH2299

CERTIFICATE OF SERVICE

I hereby declare under the penalty of perjury of the State of Nevada that the following is true and correct:

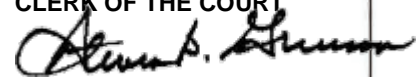
That on September 13, 2019, service of DECLARATION OF RICHARD C. PERKINS IN SUPPORT OF NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA'S MOTION FOR SUMMARY JUDGMENT was made to the following interested parties in the following matter:

☒ Via Electronic Service, in accordance with the Master Service List, pursuant to NEFCR9, to:

COUNSEL OF RECORD	TELEPHONE & FAX NOS.	PARTY
Ramiro Morales, Esq. Email: rmorales@mfrlegal.com William C. Reeves, Esq. Email: wreeves@mfrlegal.com MORALES, FIERRO & REEVES 600 South Tonopah Drive, Suite 300 Las Vegas, Nevada 89106	(702) 699-7822 (702) 699-9455 FAX	Plaintiff, ST. PAUL FIRE & MARINE INSURANCE COMPANY
Michael M. Edwards, Esq. Email: medwards@messner.com Nicholas L. Hamilton, Esq. Email: nhamilton@messner.com MESSNER REEVES LLP efile@messner.com 8945 W. Russell Road, Suite 300 Las Vegas, Nevada 89148	(702) 363-5100 (702) 363-5101 FAX	Defendant ASPEN SPECIALTY INSURANCE COMPANY
Jennifer L. Keller, Esq. (<i>Pro Hac Vice</i>) Email: jkeller@kelleranderle.com Jeremy W. Stamelman, Esq. (<i>Pro Hac Vice</i>) Email: jstamelman@kelleranderle.com KELLER/ANDERLE LLP 18300 Von Karmen Avenue, Suite 930 Irvine, CA 92612-1057	(949) 476-8700 (949) 476-0900 FAX	Defendants, NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA and ROOF DECK ENTERTAINMENT, LLC dba MARQUEE NIGHTCLUB

Executed on the 13th day of September, 2019.


JuRee A. Bloedel



1 APEN
2 ANDREW D. HEROLD, ESQ.
3 Nevada Bar No. 7378
4 NICHOLAS B. SALERNO, ESQ.
5 Nevada Bar No. 6118
6 HEROLD & SAGER
7 3960 Howard Hughes Parkway, Suite 500
8 Las Vegas, NV 89169
9 Telephone: (702) 990-3624
10 Facsimile: (702) 990-3835
11 aherold@heroldsagerlaw.com
12 nsalerno@heroldsagerlaw.com

13 JENNIFER LYNN KELLER, ESQ. (Pro Hac Vice)
14 JEREMY STAMELMAN, ESQ. (Pro Hac Vice)
15 KELLER/ANDERLE LLP
16 18300 Von Karman Ave., Suite 930
17 Irvine, CA 92612
18 Telephone: (949) 476-8700
19 Facsimile: (949) 476-0900
20 jkeller@kelleranderle.com
21 jstamelman@kelleranderle.com

22 Attorneys for Defendants NATIONAL UNION FIRE
23 INSURANCE COMPANY OF PITTSBURGH PA. and
24 ROOF DECK ENTERTAINMENT, LLC dba MARQUEE NIGHTCLUB

25 **DISTRICT COURT**

26 **CLARK COUNTY, NEVADA**

27 ST. PAUL FIRE & MARINE INSURANCE
28 COMPANY,

Plaintiffs,

vs.

ASPEN SPECIALTY INSURANCE
COMPANY; NATIONAL UNION FIRE
INSURANCE COMPANY OF
PITTSBURGH PA.; ROOF DECK
ENTERTAINMENT, LLC d/b/a MARQUEE
NIGHTCLUB; and DOES 1 through 25,
inclusive,

Defendants.

CASE NO.: A-17-758902-C
DEPT.: XXVI

**DEFENDANT NATIONAL UNION FIRE
INSURANCE COMPANY OF
PITTSBURGH PA'S APPENDIX OF
EXHIBITS IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT**

1 Defendant National Union Fire Insurance Company of Pittsburgh, PA, by and through its
2 counsel, hereby submits the following Appendix of Exhibits in support of Motion for Summary
3 Judgment.

4 **Exhibit 1:** National Union Policy No. 25414413

5 **Exhibit 2:** Zurich Policy No. PRA 9829242-01

6 **Exhibit 3:** St. Paul Policy No. QK 06503290

7 **Exhibit 4:** Aspen Policy No. CRA8XYD11

8 **Exhibit 5:** Excerpt of the March 24, 2017 transcript of trial proceedings in the
9 underlying bodily injury action captioned *David Moradi v. Nevada Property*
10 *1, LLC dba The Cosmopolitan, et al.*, District Court Clark County, Nevada,
11 Case No. A-14-698824-C

12
13 DATED: September 12, 2019

HEROLD & SAGER

14
15 By: 

16 Andrew D. Herold, Esq.
17 Nevada Bar No. 7378
18 Nicholas B. Salerno, Esq.
19 Nevada Bar No. 6118
3960 Howard Hughes Parkway, Suite 500
Las Vegas, NV 89169

20 KELLER/ANDERLE LLP
21 Jennifer Lynn Keller, Esq. (Pro Hac Vice)
22 Jeremy Stamelman, Esq. (Pro Hac Vice)
18300 Von Karman Ave., Suite 930
23 Irvine, CA 92612

24 Attorneys for Defendant NATIONAL
25 UNION FIRE INSURANCE COMPANY
26 OF PITTSBURGH PA. and ROOF DECK
27 ENTERTAINMENT, LLC dba
28 MARQUEE NIGHTCLUB

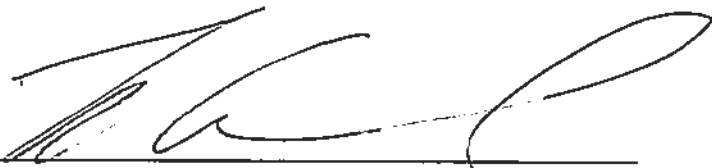
EXHIBIT 1

EXHIBIT 1

POLICY CERTIFICATION

The undersigned is a Manager of Risk Specialists Companies Insurance Agency, Inc. and hereby certifies that the attached material is a true and correct copy of National Union Fire Insurance Company of Pittsburgh, PA Policy No. 25414413, including all endorsements thereto, as determined from the records of National Union Fire Insurance Company of Pittsburgh, PA, issued to, The Restaurant Group, ETAL 888 7th Ave, 34th Floor, New York, NY 10106 with an effective date of October 6, 2011.

I have hereunto subscribed my name this December 1, 2017.

A handwritten signature in black ink, appearing to read 'RCP', is written over a horizontal line.

Richard C Perkins
Global Operations Executive
Risk Specialists Companies Insurance Agency, Inc.

POLICYHOLDER NOTICE

Thank you for purchasing insurance from the Chartis companies. Chartis insurance companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by Chartis insurance companies to brokers and independent agents in the United States by visiting our website at www.chartisinsurance.com/producercompensation or by calling 1-800-706-3102.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

91222 (12/09)

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Product Profile

Value-Added Policyholder Advantages

At Excess Casualty, our ongoing commitment is to deliver innovative and value-enriching solutions alongside our insurance coverages to help you further address your risk management challenges. As an Excess Casualty policyholder, don't forget to take advantage of the following enhancements and services available to you free of charge!

Did you know that?...

Since the inception of the CrisisResponse program, we've responded to over 325 reported incidents happening to policyholders during their time of crisis.

Each day, more than 10,000 companies are utilizing the RiskToo System to better understand, manage and reduce health and safety risk in their workplace.

The Claims Archive is evidence of our unmatched claims intelligence and the thousands of high-limit liability claims we see and manage on a yearly basis.

CrisisResponse®

CrisisResponse® is a crisis management enhancement built-in to our commercial umbrella policies, providing professional support, including a 24-hour hotline with access to claims specialists, and immediate first dollar coverage outside of the umbrella limit in the event of a catastrophic casualty crisis.

- Up to \$250,000 of additional policy limits to cover urgent crisis management costs, such as temporary living, travel, counseling, medical and funeral expenses.
- An additional \$50,000 limit to retain the services of some of the nation's leading public relations and crisis management firms.
- An optional coverage enhancement that amends the definition of CrisisResponse costs to include expenses incurred by the recall, inspection or disposal of a product that results in a crisis event.

**Call the 24-hour, toll-free hotline to trigger CrisisResponse coverage:
1-877-244-3100.**

RiskTool System

The RiskToo System is a comprehensive loss prevention and risk management solution that allows users to identify, analyze and manage their operational exposures. Designed exclusively for Chartis, this web-based system provides a customizable platform to:

- Monitor and predict loss exposures with advanced analytics and reporting features;
- Build and manage risk management programs such as safety policies and audits;
- Standardize loss control practices across an organization;
- Access extensive training resources and global risk information;
- and much more.

Visit www.risktool.com to activate your account.

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2 - 13000

Continued >

Product Profile

Value-Added Policyholder Advantages

Continued

Claims Archive

The Claims Archive is a comprehensive online database including hundreds of real-world excess casualty claim scenarios. Searchable by liability or cause of loss, industry, or facility type, these examples help facilitate assessment and benchmarking of liability insurance limits.

Visit www.chartisinsurance.com/claimsarchive to search the archive.

For more information about Excess Casualty or any of these services, please visit www.chartisinsurance.com or contact us at excess.casualty@chartisinsurance.com.

Contact

Excess Casualty
175 Water Street, 20th Floor
New York, NY 10038
excess.casualty@chartisinsurance.com



NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, BOTH FORMS AND RATES MUST BE MAINTAINED AT THE NEW YORK OFFICE OF THE INSURANCE DEPARTMENT. 2 - 13000

Chartis is a world leading property-casualty and general insurance organization serving more than 45 million clients in over 160 countries and jurisdictions. With a 90-year history, one of the industry's most extensive ranges of products and services, deep claims expertise and excellent financial strength, Chartis enables its commercial and personal insurance clients alike to manage virtually any risk with confidence.

The information provided in this bulletin has been compiled from sources believed to be reliable, representing the presenters' current opinion on the subject. No warranty, guarantee or representation, either expressed or implied, is made by Excess Casualty or any other Company as to the correctness or sufficiency of any information disclosed. Additional liability and loss control measures may be required. Excess Casualty assumes no responsibility for the discovery and elimination of hazards which could possibly cause accidents or damage to persons or property. Compliance with any of the recommendations contained in these materials in no way guarantees the fulfillment of your obligations as may be required by any local, state or federal laws.

062210 A 6/10

FORMS SCHEDULE

Named Insured: THE RESTAURANT GROUP, ETAL

Policy Number: BE 25414413

Effective 12:01 AM: October 6, 2011

End't. No.	Form Name	Form Number/ Edition Date
	UMB PRIME DEC	80518 (11/09)
	POLICYHOLDER DISC - NOTICE OF TERRORISM INS COVG	96556 (01/08)
	UMB PRIME JACKET	80517 (11/09)
	SCHEDULE OF UNDERLYING	UNDSCH (05/99)
1	CRISISRESPONSE COVERAGE ENHANCEMENT ENDORSEMENT	94621 (05/07)
2	COVERAGE TERRITORY ENDT.	89644 (07/05)
3	VIOLATION OF ECONOMIC OR TRADE SANCTIONS COND. AM	99497 (06/08)
4	Duties in the Event of an Occurrence, Claim, or Su	83687 (01/10)
5	ACT OF TERRORISM SIR ENDORSEMENT	83049 (03/06)
6	NEW YORK AMENDATORY ENDORSEMENT	69898 (09/06)
7	AUTOMOBILE LIABILITY EXCLUSION	80399 (07/02)
8	Employee Benefits Liability Follow Form Endorsemen	95124 (07/07)
9	GARAGE KEEPERS LEGAL LIAB EXCL	83080 (09/03)
10	COMMERCIAL GENERAL LIABILITY LIMIT. ENDT	87043 (11/04)
11	LEAD EXCLUSION ENDORSEMENT	86471 (02/06)
12	PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT	83093 (05/05)
13	FUNGUS EXCLUSION ENDT	82449 (06/03)
14	FOREIGN LIABILITY EXCLUSION	80431 (07/02)
15	BROAD FORM NAMED INSURED AMENDATORY ENDORSEMENT	95581 (09/07)
16	EMPLOYERS LIABILITY EXCLUSION	83070 (09/03)
17	LIQUOR LIABILITY LIMITATION ENDT	83085 (09/03)

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AA001672



Umbrella Prime®
Commercial Umbrella Liability Policy With CrisisResponse®

DECLARATIONS

The company issuing this policy is indicated by an "X" in the box to the left of the company's name.

- | | |
|--|--|
| <input type="checkbox"/> Chartis Property Casualty Company | <input type="checkbox"/> Illinois National Insurance Company |
| <input type="checkbox"/> American Home Assurance Company | <input checked="" type="checkbox"/> National Union Fire Insurance Company of Pittsburgh, Pa. |
| <input type="checkbox"/> Chartis Casualty Company | <input type="checkbox"/> New Hampshire Insurance Company |
| <input type="checkbox"/> Commerce & Industry Insurance Company | <input type="checkbox"/> The Insurance Company of the State of Pennsylvania |
| <input type="checkbox"/> Granite State Insurance Company | |

(each of the above being a capital stock company)

Administrative/Mailing Address: 175 Water Street, New York, NY 10038
Telephone No. 212-458-5000

POLICY NUMBER: BE 25414413 **RENEWAL OF:** NEW

ITEM 1. NAMED INSURED: THE RESTAURANT GROUP, ETAL

MAILING ADDRESS: 888 7TH AVE, 34TH FLOOR
NEW YORK, NY 10106

ITEM 2. POLICY PERIOD: FROM: October 6, 2011 TO: October 6, 2012
(At 12:01 A.M., standard time, at the address of the Named Insured stated above.)

ITEM 3. LIMITS OF INSURANCE

The Limits of Insurance, subject to the terms of this policy, are:

- | | |
|-----------------|---|
| A. \$25,000,000 | Each Occurrence |
| B. \$25,000,000 | General Aggregate (in accordance with Section IV. Limits of Insurance) |
| C. \$25,000,000 | Products-Completed Operations Aggregate (in accordance with Section IV. Limits of Insurance) |
| D. \$250,000 | CrisisResponse Sublimit of Insurance |
| E. \$50,000 | Excess Casualty CrisisFund Limit of Insurance |

ITEM 4. SCHEDULED UNDERLYING INSURANCE - See Schedule of Underlying Insurance

ITEM 5. SELF-INSURED RETENTION - \$10,000 **Each Occurrence**

ITEM 6. PREMIUM AND PREMIUM COMPUTATION

ESTIMATED TOTAL ANNUAL EXPOSURE
RATES PER
MINIMUM PREMIUM
ADVANCE PREMIUM



ITEM 7. THIS POLICY INCLUDES THESE ENDORSEMENTS AT INCEPTION DATE: SEE ATTACHED SCHEDULE

PRODUCER NAME: AMWINS INSURANCE BROKERAGE OF CALIFORNIA
ADDRESS: 601 S. FIGUEROA STREET
SUITE 4350
LOS ANGELES, CA 90017

NOTICE:

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APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT, HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

Christopher G. Kopser
**Authorized Representative or
Countersignature (Where Applicable)**

Date

Issue Date: 10/26/11

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is [REDACTED] and does not include any charges for the portion of losses covered by the United States government under the Act.

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2 - 13000

Umbrella Prime[®]
Commercial Umbrella Liability Policy With CrisisResponse[®]

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the **Named Insured** shown in the Declarations and any other person or organization qualifying as a **Named Insured** under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word **Insured** means any person or organization qualifying as such under Section VII. Definitions.

Except for headings, words that appear in bold print have special meaning. See Section VII. Definitions.

In consideration of the payment of the premium and in reliance upon the statements in the Declarations, we agree to provide coverage as follows:

I. INSURING AGREEMENT - COMMERCIAL UMBRELLA LIABILITY

- A. We will pay on behalf of the **Insured** those sums in excess of the **Retained Limit** that the **Insured** becomes legally obligated to pay as damages by reason of liability imposed by law because of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury** to which this insurance applies or because of **Bodily Injury or Property Damage** to which this insurance applies assumed by the **Insured** under an **Insured Contract**.

The amount we will pay for damages is limited as described in Section IV. Limits of Insurance.

- B. This policy applies, only if:

1. the **Bodily Injury or Property Damage** is caused by an **Occurrence** that takes place anywhere, and the **Bodily Injury or Property Damage** occurs during the **Policy Period**; and
2. the **Personal Injury and Advertising Injury** is caused by an **Occurrence** that takes place anywhere arising out of your business, but only if the **Occurrence** was committed during the **Policy Period**.

- C. 1. This policy applies to **Bodily Injury or Property Damage**, only if prior to the **Policy Period**, no **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., no executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. and no employee authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**, knew that the **Bodily Injury or Property Damage** had occurred, in whole or in part. If such an **Insured** or authorized employee knew, prior to the **Policy Period**, that the **Bodily Injury or Property Damage** had occurred, then any continuation, change or resumption of such **Bodily Injury or Property Damage** during or after the **Policy Period** will be deemed to have been known prior to the **Policy Period**.
2. **Bodily Injury or Property Damage** which occurs during the **Policy Period** and was not, prior to the **Policy Period**, known to have occurred by any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee authorized by you to give or receive notice of an **Occurrence** or claim, includes any continuation, change or resumption of that **Bodily Injury or Property Damage** after the end of the **Policy Period**.

- D. **Bodily Injury or Property Damage** will be deemed to have been known to have occurred at the earliest time when any **Insured** listed under subparagraphs 2a., 2b., 2c. or 2e. of Paragraph M. of Section VII., any executive officer or director listed under subparagraph 2d. of Paragraph M. of Section VII. or any employee who was authorized by you to give or receive notice of an **Occurrence**, claim or **Suit**:

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80517 (11/09)
AH2709

2 - 13000

Page 1 of 24
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8
AA001675

1. reports all, or any part, of the **Bodily Injury** or **Property Damage** to us or any other insurer;
 2. receives a written or verbal demand or claim for damages because of the **Bodily Injury** or **Property Damage**;
or
 3. becomes aware by any other means that **Bodily Injury** or **Property Damage** has occurred or has begun to occur.
- E. Damages because of **Bodily Injury** include damages claimed by any person or organization for care, loss of services or death resulting at any time from the **Bodily Injury**.
- F. If we are prevented by law or statute from paying damages covered by this policy on behalf of the **Insured**, then we will indemnify the **Insured** for those sums in excess of the **Retained Limit**.

II. INSURING AGREEMENT-CRISISRESPONSE® AND EXCESS CASUALTY CRISISFUND®

A. CrisisResponse

We will advance **CrisisResponse Costs** directly to third parties on behalf of the **Named Insured**, regardless of fault, arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **CrisisResponse Sublimit of Insurance**.

B. Excess Casualty CrisisFund

We will pay **Crisis Management Loss** on behalf of the **Named Insured** arising from a **Crisis Management Event** first commencing during the **Policy Period**, up to the amount of the **Excess Casualty CrisisFund Limit of Insurance**.

- C. A **Crisis Management Event** will first commence at the time during the **Policy Period** when a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** and will end when we determine that a crisis no longer exists or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- D. There will be no **Retained Limit** applicable to **CrisisResponse Costs** or **Crisis Management Loss**.
- E. Any advancement of **CrisisResponse Costs** or payment of **Crisis Management Loss** that we make under the coverage provided by this Section II. will not be a determination of our obligations under this policy, nor create any duty to defend any **Suit** under any other part of this policy.

III. DEFENSE PROVISIONS

- A. We will have the right and duty to defend any **Suit** against the **Insured** that seeks damages for **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** covered by this policy, even if the **Suit** is groundless, false or fraudulent when:
1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by payment of **Loss** to which this policy applies and the total applicable limits of **Other Insurance** have been exhausted; or
 2. the damages sought because of **Bodily Injury**, **Property Damage** or **Personal Injury and Advertising Injury** would not be covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**, even if the total applicable limits of either the **Scheduled Underlying Insurance** or any applicable **Other Insurance** had not been exhausted by the payment of **Loss**.

NOTICE: If we are prevented by law or statute from assuming the obligations specified under this provision, we will pay any expenses incurred with our consent.

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80517 (11/09)
AH2709

Page 2 of 24
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9
AA001676

- B. We will have no duty to defend the **Insured** against any **Suit** seeking damages for **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** to which this insurance does not apply.
- C. When we assume the defense of any **Suit** against the **Insured** that seeks damages covered by this policy, we will:
1. investigate, negotiate and settle the **Suit** as we deem expedient; and
 2. pay the following supplementary payments to the extent that such payments are not covered by **Scheduled Underlying Insurance** or any applicable **Other Insurance**:
 - a. premiums on bonds to release attachments for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - b. premiums on appeal bonds required by law to appeal a judgment in a **Suit** for amounts not exceeding the applicable Limits of Insurance of this policy, but we are not obligated to apply for or furnish any such bond;
 - c. all court costs taxed against the **Insured** in the **Suit**;
 - d. pre-judgment interest awarded against the **Insured** on that part of the judgment within the applicable Limits of Insurance of this policy we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgment interest accruing after we make such offer;
 - e. post-judgment interest that accrues after entry of judgment on that part of the judgment within the applicable Limits of Insurance of this policy we pay and before we have paid, offered to pay or deposited in court that part of the judgment that is within the applicable Limits of Insurance of this policy; and
 - f. the **Insured's** expenses incurred at our request or with our consent.
- D. Except as provided in Paragraph A. above, we will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.
- E. We will not defend any **Suit**, or pay any attorney fees or litigation expenses including, without limitation, the expenses described in Paragraph C. above that accrue after the applicable Limits of Insurance of this policy have been exhausted by the payment of **Loss** and we will have the right to withdraw from the further defense of such **Suit** by tendering control of said defense to the **Insured**.

IV. LIMITS OF INSURANCE

- A. The Limits of Insurance shown in Item 3. of the Declarations and the rules below state the most we will pay for all damages under this policy regardless of the number of:
1. **Insureds**;
 2. claims made or **Suits** brought;
 3. persons or organizations making claims or bringing **Suits**; or
 4. coverages provided under this policy.
- B. The General Aggregate Limit stated in Item 3. of the Declarations is the most we will pay for all damages under this policy, except for:
1. damages included within the **Products-Completed Operations Hazard**; and

2. damages because of **Bodily Injury** or **Property Damage** to which this policy applies, caused by an **Occurrence** and resulting from the ownership, maintenance or use of an **Auto** covered under **Scheduled Underlying Insurance**.

- C. The Products-Completed Operations Aggregate Limit stated in Item 3C. of the Declarations is the most we will pay for all damages included in the **Products-Completed Operations Hazard**.
- D. Subject to Paragraphs B. and C. above, the Each Occurrence Limit stated in Item 3A. of the Declarations is the most we will pay for the sum of all damages arising out of any one **Occurrence**.
- E. Subject to Paragraphs B. and C. above, the most we will pay for damages under this policy on behalf of any person or organization to whom you are obligated by written **Insured Contract** to provide insurance such as is afforded by this policy is the lesser of the Limits of Insurance shown in Item 3. of the Declarations or the minimum Limits of Insurance you agreed to procure in such written **Insured Contract**.
- F. This policy applies only in excess of the **Retained Limit**. If however, a policy shown in the Schedule of Underlying Insurance forming a part of this policy has a limit of insurance:
1. greater than the amount shown in such schedule, this policy will apply in excess of the greater amount of valid and collectible insurance; or
 2. less than the amount shown in such schedule, this policy will apply in excess of the amount shown in the Schedule of Underlying Insurance forming a part of this policy.
- G. If the total applicable limits of **Scheduled Underlying Insurance** are reduced or exhausted by the payment of **Loss** to which this policy applies and the total applicable limits of applicable **Other Insurance** are reduced or exhausted, we will:
1. in the event of reduction, pay excess of the remaining total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance**; and
 2. in the event of exhaustion, continue in force as underlying insurance.
- H. Expenses incurred to defend any **Suit** or to investigate any claim will be in addition to the applicable Limits of Insurance of this policy. Provided, however, that if such expenses reduce the applicable limits of **Scheduled Underlying Insurance**, then such expenses will reduce the applicable Limits of Insurance of this policy.
- I. The **CrisisResponse Sublimit of Insurance** is the most we will pay for all **CrisisResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **CrisisResponse Sublimit of Insurance** will be part of, not in addition to, the applicable Limit of Insurance.
- J. The **Excess Casualty CrisisFund Limit of Insurance** is the most we will pay for all **Crisis Management Loss** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **Excess Casualty CrisisFund Limit of Insurance** will be in addition to the applicable Limit of Insurance.
- K. We will have no obligation to advance **CrisisResponse Costs** when we determine that a **Crisis Management Event** has ended or when the **CrisisResponse Sublimit of Insurance** has been exhausted, whichever occurs first.
- L. The Limits of Insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than twelve (12) months, beginning with the inception date of the **Policy Period** shown in the Declarations, unless the **Policy Period** is extended after issuance for an additional period of less than twelve (12) months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance of this policy.
- M. We will not make any payment under this policy unless and until:

1. the total applicable limits of **Scheduled Underlying Insurance** have been exhausted by the payment of **Loss** to which this policy applies and any applicable, **Other Insurance** have been exhausted by the payment of **Loss**, or

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80517 (11/09)
AH2709 2 - 13000

- the total applicable **Self-Insured Retention** has been satisfied by the payment of **Loss** to which this policy applies.

When the amount of **Loss** has been determined by an agreed settlement or a final judgment, we will promptly pay on behalf of the **Insured** the amount of such **Loss** falling within the terms of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

V. EXCLUSIONS

A. Aircraft and Watercraft

This insurance does not apply to **Bodily Injury** or **Property Damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

This exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**, if the **Occurrence** which caused the **Bodily Injury** or **Property Damage** involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any **Insured**.

This exclusion does not apply to a watercraft you do not own that is:

- less than 26 feet long; and
- not being used to carry persons or property for a charge.

B. Asbestos

This insurance does not apply to any liability arising out of:

- the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos containing products or materials, asbestos fibers or asbestos dust;
- any obligation of the **Insured** to indemnify any party because of damages arising out of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust; or
- any obligation to defend any **Suit** or claim against the **Insured** that seeks damages if such **Suit** or claim arises as the result of the manufacture of, mining of, use of, sale of, installation of, removal of, distribution of or exposure to asbestos, asbestos products, asbestos fibers or asbestos dust.

C. Contractual Liability

This insurance does not apply to any liability for which the **Insured** is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- that the **Insured** would have in the absence of a contract or agreement; or
- assumed in an **Insured Contract**, provided **Bodily Injury** or **Property Damage** occurs subsequent to the execution of the **Insured Contract**. Solely for the purposes of liability assumed in an **Insured Contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be damages because of **Bodily Injury** or **Property Damage** and included in the Limits of Insurance of this policy, provided:

a. liability to such party for, or for the cost of, that party's defense has also been assumed in the same **Insured Contract**; and

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80517 (11/09)
AH2709 2 - 13000

- b. such attorney fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this policy applies are alleged.

D. Damage to Impaired Property or Property Not Physically Injured

This insurance does not apply to **Property Damage to Impaired Property** or property that has not been physically injured, arising out of:

1. a defect, deficiency, inadequacy or dangerous condition in **Your Product** or **Your Work**; or
2. a delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **Your Product** or **Your Work** after it has been put to its intended use.

E. Damage to Property

This insurance does not apply to **Property Damage** to:

1. property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
2. premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
3. property loaned to you;
4. personal property in the care, custody or control of the **Insured**;
5. that particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations; or
6. that particular part of any property that must be restored, repaired or replaced because **Your Work** was incorrectly performed on it.

Paragraph 2. of this exclusion does not apply if the premises are **Your Work** and were never occupied, rented or held for rental by you.

Paragraphs 3., 4., 5. and 6. of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6. of this exclusion does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.

F. Damage to Your Product

This insurance does not apply to **Property Damage** to **Your Product** arising out of it or any part of it.

G. Damage to Your Work

This insurance does not apply to **Property Damage** to **Your Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

H. Electronic Chatrooms or Bulletin Boards and Electronic Data

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80517 (11/09)
AH2709

2 - 13000

Page 6 of 24
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13
AA001680

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of an electronic chatroom or bulletin board the **Insured** hosts, owns, or over which the **Insured** exercises control. Additionally, this insurance does not apply to damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, "electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

I. Employees and Volunteers

This insurance does not apply to liability of any employee or volunteer qualifying as an **Insured** under this policy arising out of **Bodily Injury, Property Damage or Personal Injury and Advertising Injury**:

1. to you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to an employee of yours while in the course of his or her employment or performing duties related to the conduct of your business, or to another volunteer of yours while performing duties related to the conduct of your business;
2. to the spouse, child, parent, brother or sister of such injured employee or volunteer as a consequence of subparagraph 1. above;
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in subparagraphs 1. or 2. above; or
4. arising out of his or her providing or failing to provide professional health care services.

Paragraphs 1., 2. and 3. shall not apply to any liability arising out of **Bodily Injury or Personal Injury and Advertising Injury** if such coverage is provided by **Scheduled Underlying Insurance**. Coverage under this policy for **Bodily Injury or Personal Injury and Advertising Injury** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

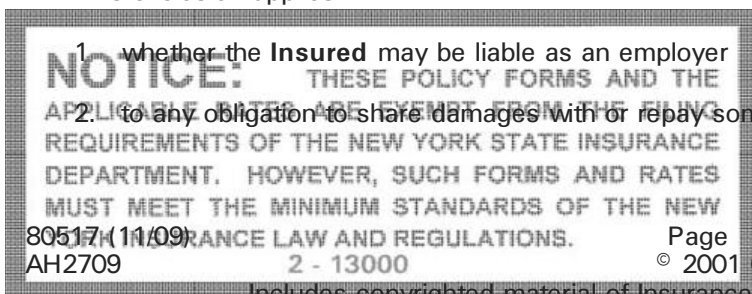
J. Employment Practices

This insurance does not apply to any liability arising out of:

1. failure to hire any prospective employee or any applicant for employment;
2. dismissal, discharge or termination of any employee;
3. failure to promote or advance any employee; or
4. employment-related practices, policies, acts, omissions or misrepresentations directed at a present, past, future or prospective employee, including, but not limited to:
 - a. coercion, harassment, humiliation or discrimination;
 - b. demotion, evaluation, reassignment, discipline, or retaliation;
 - c. libel, slander, humiliation, defamation, or invasion of privacy; or
 - d. violation of civil rights.

This exclusion applies:

1. whether the **Insured** may be liable as an employer or in any other capacity; and
2. to any obligation to share damages with or repay someone else who must pay damages because of the injury.



K. Expected or Intended Injury

This insurance does not apply to **Bodily Injury** and **Property Damage** expected or intended from the standpoint of the **Insured**. However, this exclusion does not apply to **Bodily Injury** or **Property Damage** resulting from the use of reasonable force to protect persons or property.

L. Infringement of Copyright, Patent, Trademark or Trade Secret

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your **Advertisement**, of copyright, trade dress or slogan.

M. Liquor Liability

This insurance does not apply to **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, this exclusion will not apply if coverage is provided for such **Bodily Injury** or **Property Damage** by **Scheduled Underlying Insurance**.

Coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

N. Media and Internet Type Businesses

This insurance does not apply to **Personal Injury and Advertising Injury** committed by any **Insured** whose business is:

1. advertising, broadcasting, publishing or telecasting;
2. designing or determining content of web-sites for others; or
3. an Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs U1., U2. and U3. of Section VII.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

O. "No-Fault, " "Uninsured Motorist" or "Underinsured Motorist" Laws

This insurance does not apply to any obligation of the **Insured** under any "No-Fault," "Uninsured Motorist" or "Underinsured Motorist" law, or any similar law.

P. Nuclear Liability

This insurance does not apply to:

1. any liability;

80517 (11/09)
AH2709

2 - 13000

Page 8 of 24
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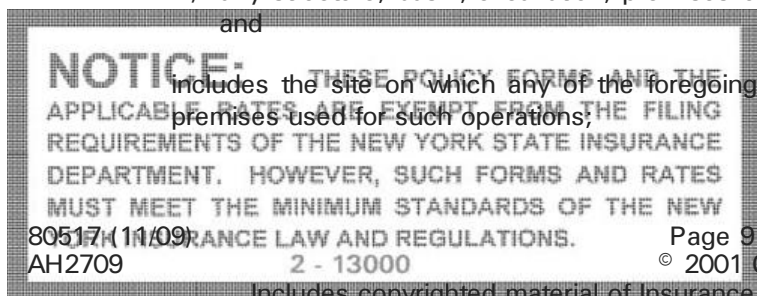
15
AA001682

- a. with respect to which the **Insured** is also an **Insured** under a nuclear energy liability policy issued by the Nuclear Energy Liability-Property Insurance Association, Mutual Atomic Energy Liability Underwriters or the Nuclear Insurance Association of Canada, or would be an **Insured** under any such policy but for its termination upon exhaustion of its limit of liability;
- b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or any organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any amendment or revision thereto, or any similar law; (2) the **Insured** is, or had this policy not been available would be, entitled to indemnity from the United States of America or any agency thereof under any agreement entered into by the United States of America or an agency thereof with any person or organization;
- c. for **Bodily Injury** or **Property Damage** resulting from the hazardous properties of nuclear material if:
 - i) the nuclear material (1) is at any nuclear facility owned by the **Insured** or operated by the **Insured** or on the **Insured's** behalf or (2) has been discharged or dispensed therefrom;
 - ii) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by the **Insured** or on the **Insured's** behalf; or
 - iii) the **Bodily Injury** or **Property Damage** arises out of the furnishing by the **Insured** of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion c. applies only to **Property Damage** to such nuclear facility and any property thereat.

2. As used in this exclusion:

- a. "hazardous properties" includes radioactive, toxic or explosive properties;
- b. "nuclear material" means source material, special nuclear material or by-product material;
- c. "source material," "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or any amendment or revision thereto ;
- d. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;
- e. "waste" means any waste material (1) containing by-product material and (2) resulting from the operation by any person or organization of a nuclear facility included within the definition of nuclear facility below;
- f. "nuclear facility" means:
 - i) any nuclear reactor;
 - ii) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel or (3) handling, processing or packaging wastes;
 - iii) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the **Insured's** custody at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or
 - iv) any structure, basin, excavation, premises or place prepared or used for storage or disposal of waste, and

includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;



g. "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

h. **Property Damage** includes all forms of radioactive contamination of property.

Q. Pollution

This insurance does not apply to:

1. Any **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** anywhere at any time;
2. Any loss, cost or expense arising out of any request, demand, order or statutory or regulatory requirement that the **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
3. Any loss, cost or expense arising out of any claim or **Suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of **Pollutants**.

However, Paragraph 1 of this exclusion will not apply if coverage for such **Bodily Injury** or **Property Damage** as is described in subparagraphs 1) through 6) below is provided by **Scheduled Underlying Insurance**:

1) Products-Completed Operations Hazard

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** included within the **Products-Completed Operations Hazard** provided that **Your Product** or **Your Work** has not at any time been:

- a) discarded, dumped, abandoned, thrown away; or
 - b) transported, handled, stored, treated, disposed of or processed as waste;
- by anyone.

2) Hostile Fire

Paragraph 1. of this exclusion does not apply with respect to **Bodily Injury** or **Property Damage** arising out of heat, smoke or fumes from a **Hostile Fire**.

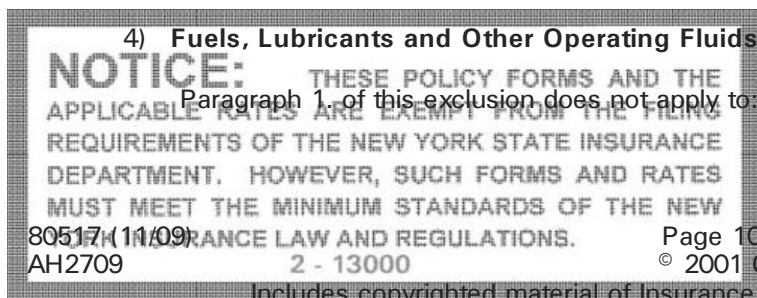
3) Equipment to Cool, Dehumidify, or Heat the Building and Contractor/Lessee Operations

Paragraph 1. of this exclusion does not apply to:

- a) **Bodily Injury** sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment used to heat water for personal use, by the building's occupants or their guests;
- b) **Bodily Injury** or **Property Damage** for which you may be held liable if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional **Insured** with respect to your ongoing operations performed for that additional **Insured** at such premises, site or location, and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any **Insured**, other than the additional **Insured**.

4) Fuels, Lubricants and Other Operating Fluids - Mobile Equipment

Paragraph 1. of this exclusion does not apply to:



- a) **Bodily Injury or Property Damage** arising out of the escape of fuels, lubricants or other operating fluids that are needed to perform normal electrical, hydraulic or mechanical functions necessary for the operation of **Mobile Equipment** or its parts if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the **Bodily Injury or Property Damage** arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured contractor or subcontractor; or
- b) **Bodily Injury or Property Damage** sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor.

5) **Fuels, Lubricants, Fluids, etc. - Auto**

Paragraph 1. of this exclusion does not apply to fuels, lubricants, fluids, exhaust gases or other similar **Pollutants** that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an **Auto** covered by **Scheduled Underlying Insurance** or its parts, if:

- a) the **Pollutants** escape, seep, migrate, or are discharged, dispersed or released directly from an **Auto** part designed by its manufacturer to hold, store, receive or dispose of such **Pollutants**; and
- b) the **Bodily Injury or Property Damage** does not arise out of the operation of any equipment shown in Paragraphs 6b and 6c of the definition of **Mobile Equipment**.

6) **Upset, Overturn or Damage of an Auto**

Paragraph 1. of this exclusion does not apply to **Occurrences** that take place away from premises owned by or rented to an **Insured** with respect to **Pollutants** not in or upon an **Auto** covered by **Scheduled Underlying Insurance** if:

- a) the **Pollutants** or any property in which the **Pollutants** are contained are upset, overturned or damaged as a result of the maintenance or use of an **Auto** covered by **Scheduled Underlying Insurance**; and
- b) the discharge, dispersal, seepage, migration, release or escape of the **Pollutants** is caused directly by such upset, overturn or damage.

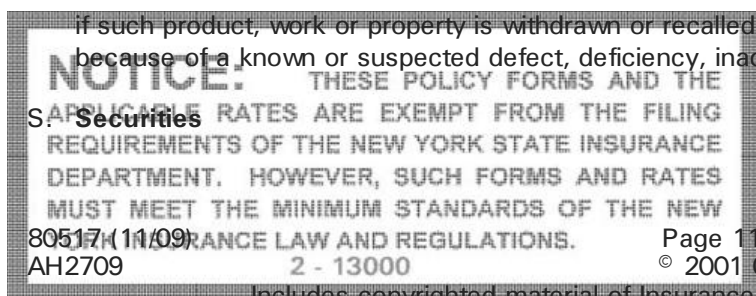
Coverage under this policy for such **Bodily Injury or Property Damage** as is described in subparagraphs 1) through 6) above will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

R. **Recall of Your Product, Your Work or Impaired Property**

This insurance does not apply to damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- 1. **Your Product;**
- 2. **Your Work;** or
- 3. **Impaired Property;**

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.



This insurance does not apply to any liability arising out of:

1. any violation of any securities law or similar law or any regulation promulgated thereunder;
2. the purchase, sale, offer of sale or solicitation of any security, debt, insurance policy, bank deposit or financial interest or instrument;
3. any representations made at any time in relation to the price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument; or
4. any depreciation or decline in price or value of any security, debt, insurance policy, bank deposit or financial interest or instrument.

T. Unauthorized Use of Another's Name or Product

This insurance does not apply to **Personal Injury and Advertising Injury** arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

U. Various Personal Injury and Advertising Injury

This insurance does not apply to **Personal Injury and Advertising Injury**:

1. caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **Personal Injury and Advertising Injury**;
2. arising out of oral, written or electronic publication, in any manner, of material if done by or at the direction of any **Insured** with knowledge of its falsity;
3. arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the **Policy Period**;
4. arising out of a criminal act committed by or at the direction of the **Insured**;
5. for which the **Insured** has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the **Insured** would have in the absence of the contract or agreement;
6. arising out of a breach of contract, except an implied contract to use another's advertising idea in your **Advertisement**;
7. arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your **Advertisement**; or
8. arising out of the wrong description of the price of goods, products or services stated in your **Advertisement**.

V. Various Laws

This insurance does not apply to any obligation of the **Insured** under any of the following:

1. the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), or any amendment or revision thereto, or any similar law; or
2. any workers' compensation, disability benefits or unemployment compensation law, or any similar law.

W. Violation of Communication or Information Law

This insurance does not apply to any liability arising out of any act that violates any statute, ordinance or regulation of any federal, state or local government, including any amendment of or addition to such laws, that prohibits or limits the sending, transmitting or communicating of material or information.

80517 (11/09)
AH2709

2 - 13000

Page 12 of 24
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X. War

This insurance does not apply to **Loss**, costs, injury, damage, claim, dispute and/or or suit arising therefrom, caused directly or indirectly, in whole or in part, as a result of or in connection with war, whether declared or not, or any act or condition incident to war. War includes:

1. Civil war; or
2. Armed conflict between two or more nations, armed conflict between military forces of any origin, or warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

VI. CONDITIONS

A. Appeals

If the **Insured** or the **Insured's** underlying insurers do not appeal a judgment in excess of the total applicable limits of **Scheduled Underlying Insurance**, we may elect to do so. If we appeal, we will be liable for, in addition to the applicable Limits of Insurance of this policy, all court costs, expenses incurred and interest on that amount of any judgment which does not exceed the applicable Limits of Insurance of this policy incidental to such an appeal.

B. Audit

We may audit and examine your books and records as they relate to this policy at any time during the period of this policy and for up to three (3) years after the expiration or termination of this policy.

C. Bankruptcy or Insolvency

Your bankruptcy, insolvency or inability to pay or the bankruptcy, insolvency or inability to pay of any of your underlying insurers will not relieve us from the payment of **Loss** covered by this policy. But under no circumstances will such bankruptcy, insolvency or inability to pay require us to drop down, replace or assume any obligation under **Scheduled Underlying Insurance**.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because of non-payment of premium, we must mail or deliver to you not less than ten (10) days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we must mail or deliver to you not less than ninety (90) days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Declarations will be sufficient to prove notice.
3. The **Policy Period** will end on the day and hour stated in the cancellation notice.
4. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final Premium will not be less than the pro rata share of the Minimum Premium shown in Item 6. of the Declarations.
5. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force and increased by our short rate cancellation table and procedure. Final premium will not be less than the short rate share of the Minimum Premium shown in Item 6 of the Declarations.

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80517 (11/09)
AH2709

2 - 13000

Page 13 of 24
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or our representative's check, mailed or delivered, will be sufficient tender of any refund due you.

7. The first **Named Insured** in Item 1. of the Declarations will act on behalf of all other **Insureds** with respect to the giving and receiving of notice of cancellation and the receipt of any refund that may become payable under this policy.
8. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with that law.

E. Change In Control

If during the **Policy Period**:

1. the first **Named Insured** designated in Item 1. of the Declarations consolidates with or merges into, or sells all or substantially all of its assets to any person or entity; or
2. any person or entity acquires an amount of the outstanding ownership interests representing more than 50% of the voting or designation power for the election of directors of the first **Named Insured** designated in Item 1. of the Declarations, or acquires the voting or designation rights of such an amount of ownership interests;

this policy will continue in full force and effect as to **Bodily Injury** and **Property Damage** that occur prior to the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place prior to the effective date of such transaction.

Coverage will be afforded by this policy for **Bodily Injury** or **Property Damage** that occurs on or after the effective date of such transaction and **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place on or after the effective date of such transaction if the **Named Insured** notifies us of the transaction no later than ninety (90) days after the effective date of the transaction.

If the **Named Insured** fails to notify us within ninety (90) days of the effective date of such transaction coverage afforded by this policy will cease on the ninetieth (90th) day after the effective date of such transaction at 12:01 am standard time of the address of the **Named Insured** shown in Item 1. of the Declarations or the end of the **Policy Period**, whichever is earlier.

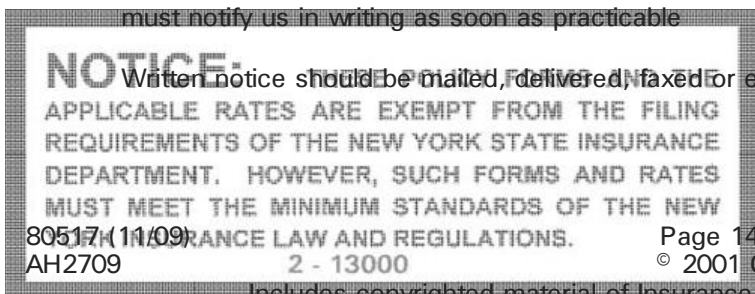
The provisions of paragraph E. shall only apply to transactions with third parties not under control or ownership of the **Named Insured** on the inception date of this policy.

F. Changes

Notice to any agent or knowledge possessed by any agent or any other person will not effect a waiver or change in any part of this policy. This policy can be changed only by a written endorsement that we make to this policy.

G. Duties in the Event of an Occurrence, Claim or Suit

1. You must see to it that we are notified as soon as practicable of an **Occurrence** that may result in a claim or **Suit** under this policy. To the extent possible, notice should include:
 - a. how, when and where the **Occurrence** took place;
 - b. the names and addresses of any injured persons and any witnesses; and
 - c. the nature and location of any injury or damage arising out of the **Occurrence**.
2. If a claim is made or **Suit** is brought against any **Insured** which is reasonably likely to involve this policy, you must notify us in writing as soon as practicable



Written notice should be mailed, delivered, faxed or emailed to:

APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
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2 - 13000

Page 14 of 24
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Chartis Claims, Inc.
Excess Casualty Claims Department
Segmentation Unit
175 Water Street, 22nd Floor
New York, NY 10038
Fax: (866) 743-4376
Email: excessfnol@chartisinsurance.com

3. You and any other involved **Insured** must:

- a. immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or **Suit**;
- b. authorize us to obtain records and other information;
- c. cooperate with us in the investigation, settlement or defense of the claim or **Suit**; and
- d. assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the **Insured** because of injury or damage to which this insurance may also apply.

4. No **Insured** will, except at that **Insured's** own cost, voluntarily make a payment, assume any obligation or incur any expense, other than for first aid, without our consent.

H. Headings

The descriptions in the headings of this policy are solely for convenience and form no part of the terms and conditions of coverage.

I. Inspection

We have the right, but are not obligated, to inspect your premises and operations at any time. Our inspections are not safety inspections. They relate only to the insurability of your premises and operations and the premiums to be charged. We may give you reports on the conditions that we find. We may also recommend changes. We do not, however, undertake to perform the duty of any person or organization to provide for the health or safety of your employees or the public. We do not warrant the health and safety conditions of your premises or operations or represent that your premises or operations comply with laws, regulations, codes or standards.

J. Legal Actions Against Us

No person or organization has a right under this policy:

1. to join us as a party or otherwise bring us into a **Suit** asking for damages from an **Insured**; or
2. to sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **Insured**; but we will not be liable for damages that are not payable under this policy or that are in excess of the applicable Limits of Insurance of this policy. An agreed settlement means a settlement and release of liability signed by us, the **Insured** and the claimant or the claimant's legal representative.

K. Maintenance of Scheduled Underlying Insurance

You agree that during the **Policy Period**:

1. you will keep **Scheduled Underlying Insurance** in full force and effect;

2. the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance** will not materially change;

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80517 (11/09)
AH2709 2 - 13000

Page 15 of 24
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3. the total applicable limits of **Scheduled Underlying Insurance** will not decrease, except for any reduction or exhaustion of aggregate limits by payment of **Loss** to which this policy applies; and
4. any renewals or replacements of **Scheduled Underlying Insurance** will provide equivalent coverage to and afford limits of insurance equal to or greater than the policy being renewed or replaced.

If you fail to comply with these requirements, we will be liable only to the same extent that we would have, had you fully complied with these requirements.

L. Other Insurance

If other valid and collectible insurance applies to damages that are also covered by this policy, this policy will apply excess of the **Other Insurance**. However, this provision will not apply if the **Other Insurance** is specifically written to be excess of this policy.

M. Premium

The first **Named Insured** designated in Item 1. of the Declarations will be responsible for payment of all premiums when due.

The premium for this policy will be computed on the basis set forth in Item 6. of the Declarations. At the beginning of the **Policy Period**, you must pay us the Advance Premium shown in Item 6. of the Declarations.

When this policy expires or if it is cancelled, we will compute the earned premium for the time this policy was in force. If this policy is subject to audit adjustment, the actual exposure base will be used to compute the earned premium. If the earned premium is greater than the Advance Premium, you will promptly pay us the difference. If the earned premium is less than the Advance Premium, we will return the difference to you. But in any event, we will retain the Minimum Premium as shown in Item 6. of the Declarations for each twelve months of the **Policy Period**.

N. Separation of Insureds

Except with respect to the Limits of Insurance of this policy and rights or duties specifically assigned to the first **Named Insured** designated in Item 1. of the Declarations, this insurance applies:

1. as if each **Named Insured** were the only **Named Insured**; and
2. separately to each **Insured** against whom claim is made or **Suit** is brought.

O. Transfer of Rights of Recovery

1. If any **Insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **Insured** must do nothing after loss to impair these rights and must help us enforce them.
2. Any recoveries will be applied as follows:
 - a. any person or organization, including the **Insured**, that has paid an amount in excess of the applicable Limits of Insurance of this policy will be reimbursed first;
 - b. we then will be reimbursed up to the amount we have paid; and
 - c. lastly, any person or organization, including the **Insured** that has paid an amount over which this policy is excess is entitled to claim the remainder.

Expenses incurred in the exercise of rights of recovery will be apportioned among the persons or organizations, including the **Insured** in the ratio of their respective recoveries as finally settled.

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80517 (11/09)
AH2709 2 - 13000

3. If, prior to the time of an **Occurrence**, you waive any right of recovery against a specific person or organization for injury or damage as required under an **Insured Contract**, we will also waive any rights we may have against such person or organization

P. **Transfer of Your Rights and Duties**

Your rights and duties under this policy may not be transferred without our written consent.

If you die or are legally declared bankrupt, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. However, notice of cancellation sent to the first **Named Insured** designated in Item 1 of the Declarations and mailed to the address shown in this policy will be sufficient notice to effect cancellation of this policy.

Q. **Unintentional Failure to Disclose**

Your failure to disclose all hazards existing as of the inception date of the policy will not prejudice you with respect to the coverage afforded by this policy, provided that any such failure or omission is not intentional.

R. **Violation of Economic or Trade Sanctions**

If coverage for a claim or **Suit** under this Policy is in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then coverage for that claim or **Suit** will be null and void.

VI. DEFINITIONS

A. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

1. notices that are published include material placed on the Internet or on similar electronic means of communication; and
2. regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

B. **Auto** means:

1. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
2. any other land vehicle that is subject to a compulsory or financial responsibility law in the state where it is licensed or principally garaged.

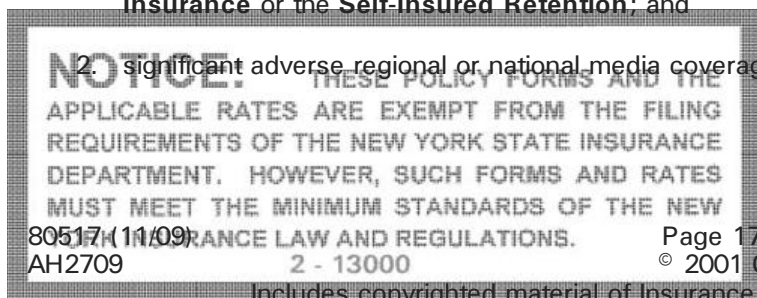
However, **Auto** does not include **Mobile Equipment**.

C. **Bodily Injury** means bodily injury, sickness or disease sustained by any person, including death, mental anguish, mental injury, shock or humiliation resulting from any of these at any time.

D. **Crisis Management Event** means an **Occurrence** that in the good faith opinion of a **Key Executive** of the **Named Insured**, in the absence of **Crisis Management Services**, has or may result in:

1. damages covered by this policy that are in excess of the total applicable limits of **Scheduled Underlying Insurance** or the **Self-Insured Retention**; and

2. significant adverse regional or national media coverage.



Crisis Management Event will include, without limitation, man-made disasters such as explosions, major crashes, multiple deaths, burns, dismemberment, traumatic brain injury, permanent paralysis, or contamination of food, drink or pharmaceuticals, provided that any damages arising out of any of the aforementioned must be covered under this policy.

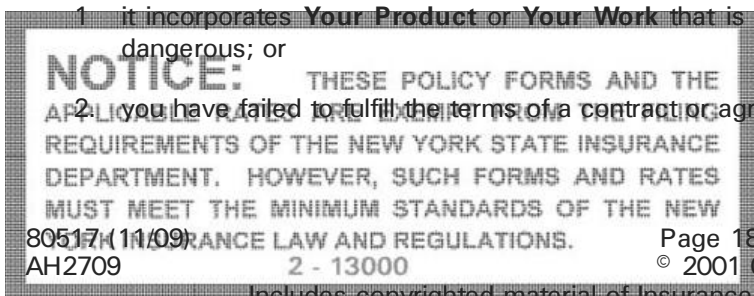
- E. **Crisis Management Firm** means any firm that is shown in Schedule A, Approved Crisis Management Firms attached to and forming part of this policy, which is hired by you to perform **Crisis Management Services** in connection with a **Crisis Management Event**.
- F. **Crisis Management Loss** means the following amounts incurred during a **Crisis Management Event**:
1. amounts for the reasonable and necessary fees and expenses incurred by a **Crisis Management Firm** in the performance of **Crisis Management Services** for the **Named Insured** solely arising from a covered **Crisis Management Event**; and
 2. amounts for reasonable and necessary printing, advertising, mailing of materials, or travel by directors, officers, employees or agents of the **Named Insured** or a **Crisis Management Firm** incurred at the direction of a **Crisis Management Firm**, solely arising from a covered **Crisis Management Event**.
- G. **Crisis Management Services** means those services performed by a **Crisis Management Firm** in advising the **Named Insured** on minimizing potential harm to the **Named Insured** from a covered **Crisis Management Event** by maintaining and restoring public confidence in the **Named Insured**.
- H. **CrisisResponse Costs** means the following reasonable and necessary expenses incurred during a **Crisis Management Event** directly caused by a **Crisis Management Event**, provided that such expenses have been pre-approved by us and may be associated with damages that would be covered by this policy:
1. medical expenses;
 2. funeral expenses;
 3. psychological counseling;
 4. travel expenses;
 5. temporary living expenses;
 6. expenses to secure the scene of a **Crisis Management Event**; and
 7. any other expenses pre-approved by the Company.

CrisisResponse Costs does not include defense costs or **Crisis Management Loss**.

- I. **CrisisResponse Sublimit of Insurance** means the CrisisResponse Sublimit of Insurance shown in Item 3D. of the Declarations.
- J. **Excess Casualty CrisisFund Limit of Insurance** means the Excess Casualty CrisisFund Limit of Insurance shown in Item 3E of the Declarations.
- K. **Hostile Fire** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
- L. **Impaired Property** means tangible property, other than **Your Product** or **Your Work**, that cannot be used or is less useful because:

1. it incorporates **Your Product** or **Your Work** that is known or thought to be defective, deficient, inadequate or dangerous; or

2. you have failed to fulfill the terms of a contract or agreement;



if such property can be restored to use by:

1. the repair, replacement, adjustment or removal of **Your Product** or **Your Work**; or
2. your fulfilling the terms of the contract or agreement.

M. Insured means:

1. the **Named Insured**;
2. if you are designated in the declarations as:
 - a. an individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner;
 - b. a partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. a limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers;
 - d. an organization other than a partnership, joint venture or limited liability company, you are an insured. Your executive officers and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders;
 - e. a trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees;
3. your employees other than your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business;
4. your volunteer workers only while performing duties related to the conduct of your business;
5. any person (other than your employee or volunteer worker) or organization while acting as your real estate manager;
6. your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy;
7. any person or organization, other than the **Named Insured**, included as an additional insured under **Scheduled Underlying Insurance**, but not for broader coverage than would be afforded by such **Scheduled Underlying Insurance**.

Notwithstanding any of the above:

- a. no person or organization is an **Insured** with respect to the conduct of any current, past or newly formed partnership, joint venture or limited liability company that is not designated as a **Named Insured** in Item 1 of the Declarations; and
- b. no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**. This provision shall not apply to any organization set forth in the definition of **Named Insured** in Paragraph R. 2 and 3.

N. Insured Contract means that part of any contract or agreement pertaining to your business under which any Insured assumes the tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

NOTICE: THESE FORMS AND RATES ARE PREPARED BY THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

80517 (11/09)
AH2709

2 - 13000

Page 19 of 24
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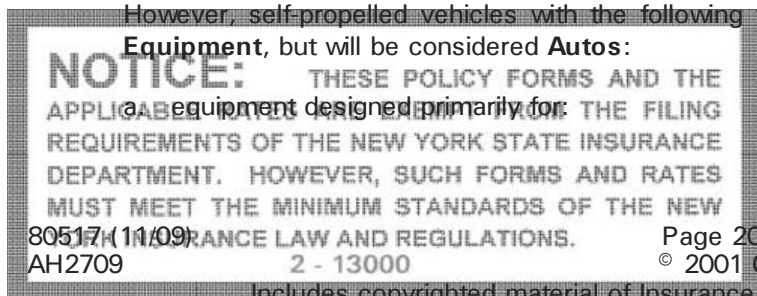
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Insured Contract does not include that part of any contract or agreement:

1. that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
 2. that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - a. preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 3. under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the **Insured's** rendering or failure to render professional services, including those shown in subparagraph 2. above and supervisory, inspection, architectural or engineering activities.
- O. **Key Executive** means the Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President, General Counsel or general partner (if the **Named Insured** is a partnership) of the **Named Insured** or sole proprietor (if the **Named Insured** is a sole proprietorship). A **Key Executive** also means any other person holding a title designated by you and approved by us, which title is shown in Schedule B, Additional Key Executives attached to and forming part of this policy.
- P. **Loss** means those sums actually paid as judgments or settlements, provided, however, that if expenses incurred to defend a **Suit** or to investigate a claim reduce the applicable limits of **Scheduled Underlying Insurance**, then **Loss** shall include such expenses.
- Q. **Mobile Equipment** means any of the following types of land vehicles, including any attached machinery or equipment:
1. bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. vehicles maintained for use solely on or next to premises you own or rent;
 3. vehicles that travel on crawler treads;
 4. vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. power cranes, shovels, loaders, diggers or drills; or
 - b. road construction or resurfacing equipment such as graders, scrapers or rollers;
 5. vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. cherry pickers and similar devices used to raise or lower workers;
 6. vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **Mobile Equipment**, but will be considered **Autos**:

a. equipment designed primarily for:



- i) snow removal;
 - ii) road maintenance, but not construction or resurfacing; or
 - iii) street cleaning;
- b. cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **Mobile Equipment** does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law are considered **Autos**.

R. Named Insured means:

1. any person or organization designated in Item 1. of the Declarations;
2. as of the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, in which you maintain an interest of more than fifty percent (50%) as of the effective date of this policy, provided that coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
3. after the inception date of this policy, any organization, except for a partnership, joint venture or limited liability company, that you acquire or form during the **Policy Period** in which you maintain an interest of more than fifty percent (50%), provided that:
 - a. coverage provided to such organization under this paragraph does not apply to any **Bodily Injury** or **Property Damage** that occurred or any **Personal Injury and Advertising Injury** that was caused by an **Occurrence** that was committed before you acquired or formed such organization or after you ceased to maintain an interest of more than fifty percent (50%) in such organization; and
 - b. you give us prompt notice after you acquire or form such organization.

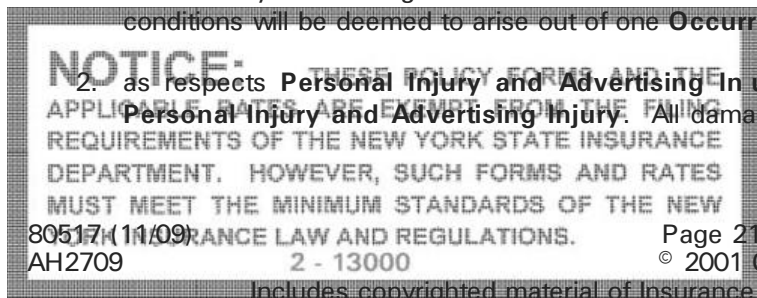
Subject to the provisions of Paragraphs 3a. and 3b. above, a partnership, joint venture or limited liability company that you acquire or form during the **Policy Period** may be added as an **Insured** only by a written endorsement that we make a part of this policy.

We may, at our option, make an additional premium charge for any organization that you acquire or form during the **Policy Period**.

You agree that any organization to which paragraphs 2. and 3. above apply, will be required to be included as an **Insured** under applicable **Scheduled Underlying Insurance**. If you fail to comply with this requirement, coverage under this policy will apply as though the organization was included as an **Insured**, under the highest applicable limit of **Scheduled Underlying Insurance**.

S. Occurrence means:

1. as respects **Bodily Injury** or **Property Damage**, an accident, including continuous or repeated exposure to substantially the same general harmful conditions. All such exposure to substantially the same general harmful conditions will be deemed to arise out of one **Occurrence**.
2. as respects **Personal Injury and Advertising Injury**, an offense arising out of your business that causes **Personal Injury and Advertising Injury**. All damages that arise from the same, related or repeated injurious



material or act will be deemed to arise out of one **Occurrence**, regardless of the frequency or repetition thereof, the number and kind of media used and the number of claimants.

T. **Other Insurance** means a valid and collectible policy of insurance providing coverage for damages covered in whole or in part by this policy.

However, **Other Insurance** does not include **Scheduled Underlying Insurance**, the **Self-Insured Retention** or any policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

U. **Personal Injury and Advertising Injury** means injury arising out of your business, including consequential **Bodily Injury**, arising out of one or more of the following offenses:

1. false arrest, detention or imprisonment;
2. malicious prosecution;
3. the wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies committed by or on behalf of its owner, landlord or lessor;
4. oral or written publication, in any manner, of material that slanders or libels a person or organization, or disparages a person's or organization's goods, products or services;
5. oral or written publication, in any manner, of material that violates a person's right of privacy;
6. the use of another's advertising idea in your **Advertisement**; or
7. infringement upon another's copyright, trade dress or slogan in your **Advertisement**.

V. **Policy Period** means the period of time from the inception date shown in Item 2. of the Declarations to the earlier of the expiration date shown in Item 2. of the Declarations or the effective date of termination of this policy.

W. **Pollutants** means any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

X. **Products-Completed Operations Hazard** means all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of **Your Product** or **Your Work** except:

1. products that are still in your physical possession; or
2. work that has not yet been completed or abandoned. However, **Your Work** will be deemed completed at the earliest of the following times:
 - a. when all of the work called for in your contract has been completed;
 - b. when all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - c. when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Products-Completed Operations Hazard does not include **Bodily Injury** or **Property Damage** arising out of:

1. the transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you and that condition was created by the loading or unloading of that vehicle by any **Insured**; or

NOTICE: THESE POLICY FORMS AND RATES ARE APPLICABLE ONLY TO THE EXTENT THEY MEET THE REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK STATE INSURANCE LAW AND REGULATIONS.

80517 (11/09)
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2 - 13000

Page 22 of 24
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2. the existence of tools, uninstalled equipment or abandoned or unused materials.

Y. **Property Damage** means:

1. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
2. loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the **Occurrence** that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Z. **Retained Limit** means:

1. the total applicable limits of **Scheduled Underlying Insurance** and any applicable **Other Insurance** providing coverage to the **Insured**; or
2. the **Self-Insured Retention** applicable to each **Occurrence** that results in damages not covered by **Scheduled Underlying Insurance** nor any applicable **Other Insurance** providing coverage to the **Insured**.

AA. **Scheduled Underlying Insurance** means:

1. the policy or policies of insurance and limits of insurance shown in the Schedule of Underlying Insurance forming a part of this policy; and
2. automatically any renewal or replacement of any policy in Paragraph 1. above, provided that such renewal or replacement provides equivalent coverage to and affords limits of insurance equal to or greater than the policy being renewed or replaced.

Scheduled Underlying Insurance does not include a policy of insurance specifically purchased to be excess of this policy affording coverage that this policy also affords.

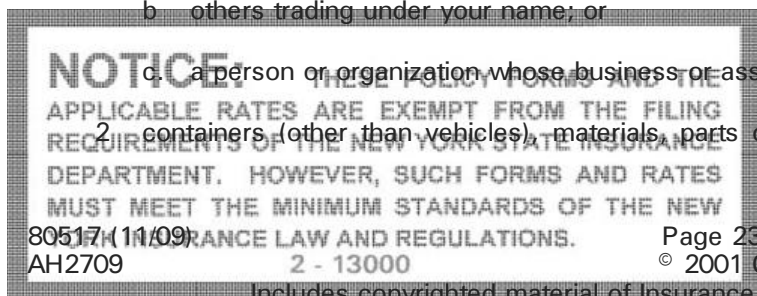
BB. **Self-Insured Retention** means the amount that is shown in Item 5. of the Declarations.

CC. **Suit** means a civil proceeding in which damages because of **Bodily Injury, Property Damage, or Personal Injury and Advertising Injury** to which this policy applies are alleged. **Suit** includes:

1. an arbitration proceeding in which such damages are claimed and to which the **Insured** must submit or does submit with our consent; or
2. any other alternative dispute resolution proceeding in which such damages are claimed and to which the **Insured** submits with our consent.

DD. **Your Product** means:

1. any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - a. you;
 - b. others trading under your name; or
 - c. a person or organization whose business or assets you have acquired; and
2. containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or



products.

Your Product includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Product**; and
2. the providing of or failure to provide warnings or instructions.

Your Product does not include vending machines or other property rented to or located for the use of others but not sold.

EE. **Your Work** means:

1. work or operations performed by you or on your behalf; and
2. materials, parts or equipment furnished in connection with such work or operations.

Your Work includes:

1. warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
2. the providing of or failure to provide warnings or instructions.

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative.



SECRETARY



PRESIDENT

This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.



Christopher G. Kopser
Authorized Representative

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW

80517 (11/09)
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2 - 13000

Page 24 of 24
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31
AA001698

SCHEDULE OF UNDERLYING INSURANCE

Issued to: THE RESTAURANT GROUP, ETAL

Policy Number: BE 25414413

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

<u>TYPE OF POLICY OR COVERAGE</u>	<u>INSURER, POLICY NO. AND POLICY PERIOD</u>	<u>LIMITS</u>
GENERAL LIABILITY	Aspen Specia ty Ins Co 10/06/11 10/06/12	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PER LOCATION AGGREGATE \$2,000,000 PRODUCTS/C. OPS. AGGREGATE Defense Expenses are in addition to the imit
LIQUOR LIABILITY	Aspen Specia ty Ins Co 10/06/11 10/06/12	\$1,000,000 EACH COMMON CAUSE \$2,000,000 AGGREGATE Defense Expenses are in addition to the imit
EMPLOYEE BENEFITS LIABILITY	Aspen Specia ty Ins Co 10/06/11 10/06/12	\$1,000,000 EACH EMPLOYEE \$1,000,000 AGGREGATE RETRO DATE: 10/5/2011 Defense Expenses are in addition to the imit



Christopher G. Kopser
AUTHORIZED REPRESENTATIVE

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
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MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.

UNDSCH (5/99)
AH0006

2 - 13000

ENDORSEMENT No. 1

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

CrisisResponse Coverage Enhancement Endorsement

This policy is amended as follows:

It is understood and agreed that in every instance in which the phrase "CrisisResponse Sublimit of Insurance" is referenced in this policy and/or its endorsements, the phrase "CrisisResponse Limit of Insurance" shall be substituted.

Section IV. LIMITS OF INSURANCE, Paragraph I. is deleted in its entirety and replaced by the following:

- I. The **CrisisResponse Limit of Insurance** is the most we will pay for all **CrisisResponse Costs** under this policy, regardless of the number of **Crisis Management Events** first commencing during the **Policy Period**. This **CrisisResponse Limit of Insurance** will be in addition to the applicable Limit of Insurance.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

94621 (5/07)
AH2035

2 - 13000



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 2

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

COVERAGE TERRITORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Payment of loss under this policy shall only be made in full compliance with all United States of America economic or trade sanction laws or regulations, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

NOTICE: THESE POLICY FORMS AND THE
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YORK INSURANCE LAW AND REGULATIONS.
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89644 (7/05)
AH2421



Christopher G. Kopser
Authorized Representative

ENDORSEMENT No. 3

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy With CrisisResponse®

Violation of Economic or Trade Sanctions Condition Amendment Endorsement

This policy is amended as follows:

Section VI. CONDITIONS, Paragraph R. **Violation of Economic or Trade Sanctions** is deleted in its entirety.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE
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YORK INSURANCE LAW AND REGULATIONS.
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99497 (6/08)
AH2423



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 4

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

**Duties in the Event of an Occurrence, Claim or Suit and
Schedule A - Approved Crisis Management Firms**

Solely as respects coverage provided by **Section II INSURING AGREEMENT - CRISISRESPONSESM AND EXCESS CASUALTY CRISIS FUND®**, the following conditions are added to Section VI. Conditions, Paragraph G. Duties in the Event of an Occurrence, Claim or Suit:

You must report any **Crisis Management Event** to us within twenty-four (24) hours of the time that a **Key Executive** first becomes aware of an **Occurrence** that gives rise to a **Crisis Management Event** or as soon as practicable to be eligible for the advancement of **CrisisResponse Costs** and the payment of **Crisis Management Loss**.

Notice of a **Crisis Management Event** may be given by calling 1-877-244-3100. If notice is given by telephone, written notice will be given as soon as practicable thereafter. Written notice should include:

1. how, when and where the **Crisis Management Event** is taking or took place;
2. the names and addresses of any injured persons and any witnesses; and
3. the nature and location of any injury or damage arising out of the **Crisis Management Event**.

Written notice should be mailed, e-mailed, or delivered to:

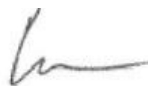
Chartis Claims, Inc.
Excess Casualty Claims Department
Segmentation Unit
175 Water Street, 22nd Floor
New York, NY 10038
Fax: (866) 743-4376
E-mail: excessfnol@chartisinsurance.com

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.

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2 - 13000

83687 (1/10)
AH2831

Page 1 of 7



Christopher G. Kopser

Authorized Representative or
Countersignature (Where Applicable)

36
AA001703

SCHEDULE A

THE FOLLOWING PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Abernathy MacGregor Group			
501 Madison Avenue New York, NY 10022	James T. MacGregor (212) 371-5999 Office (646) 236-3271 Cell (212) 752-0723 Fax (212) 343-0818 Home jtm@abmac.com Rhonda Barnat (212) 371-5999 Office (917) 912-6378 Cell (212) 752-0723 Fax (646) 478-8740 Home rb@abmac.com	(917) 912-6378	Public Relations. Crisis Management and Threat & Vulnerability Assessment.
611 W. Sixth Street, Suite 1880 Los Angeles, CA 90017	Ian D. Campbell (213) 630-6550 Office (213) 489-3443 Cell (213) 489-3443 Fax (818) 957-5650 Home (818) 541-0954 Home Fax idc@abmac.com	(818) 750-4392 (917) 940-3476	
Ann Barks Public Relations (Southeastern United States)			
896 Cross Gates Boulevard Slidell, LA 70461	Ann W. Barks (985) 847-0750 Direct (985) 290-8304 Cell abarkspr@bellsouth.net	(985) 290-8304	Public Relations and Crisis Management
Bright Light Marketing Group (Hawaii Only)			
1001 Bishop Street, Suite 900 Honolulu, Hawaii 96813-3429	Charlene Lo Chan (808) 275-3007 Direct (808) 524-6441 Office (808) 781-7733 Cell (808) 524-8115 Fax charlene@brightlightmarketing.com		Public Relations and Crisis Management
Dix & Eaton			
Dix & Eaton 200 Public Square Suite 1400 Cleveland, OH 44114-2316	Matt Barkett (216) 241-3073 Direct (216) 241-3073 Cell mbarkett@dix-eaton.com	(216) 241-3073	Public Relations. Crisis Management and Threat & Vulnerability Assessment

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83687 (1/10)
AH2831

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Edelman			
200 E. Randolph Drive Chicago, IL 60601	William R. Keegan (312) 240-2624 Direct (312) 240-3000 Office (312) 240-2900 Fax (312) 927-8424 Cell bill.keegan@edelman.com	(312) 927-8424	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Edward Howard and Company			
1100 Superior Ave., Suite 1600 Cleveland, OH 44114	Wayne Hill (216) 298-4630 Direct (216) 781-2400 Office (216) 408-1211 Cell whill@edwardhoward.com Kathy Cupper Obert (216) 298-4620 Direct (216) 781-2400 Office (330) 730-5500 Cell kobert@edwardhoward.com Chuck Vella (937) 223-7386 Direct (973) 228-1141 Office (937) 603-5795 Cell cvella@edwardhoward.com Allen Pfenninger (216) 298-4653 Direct (216) 781-2400 Office (216) 554-4455 Cell apfenninger@edwardhoward.com	(216) 408-1211	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Fleishman-Hilliard International Communications, Inc.			
John Hancock Center 875 N. Michigan Avenue, Suite 3300 Chicago, IL 60611-1901	David Saltz (312) 751-3530 Direct (312) 751-8878 Office (312) 203-2114 Cell (312) 751-8191 Fax david.saltz@fleishman.com		Public Relations. Crisis Management and Threat & Vulnerability Assessment
1615 L Street NW, Suite 1000 Washington, D.C. 20036-5610	Benjamin (Ben) Kincannon (617) 69200501 Office (508) 314-4154 Cell (617) 267-5905 Fax ben.kincannon@fleishman.com		

Levick Strategic Communications, LLC

900 M Street NW
Washington, D.C.
20036

Gene Grabowski
(202) 973-1351 Direct
(202) 270-6560 Cell
(202) 973-1301 Fax
ggrabowski@levick.com

(202) 270-6560

Public Relations.
Crisis Management
and Threat &
Vulnerability
Assessment

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Lexicon Communications Corp.			
520 Bellmore Way Pasadena, CA 91103	Steven B. Fink (626) 683-9333 Direct (626) 683-9200 Ext. 225 Office (626) 253-1519 Cell (626) 449-7659 Fax sfink@lexiconcorp.com	(626) 683-9333	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Marsh, Inc. (Reputational Risk & Crisis Management Group f/k/a Kroll Associates)			
1166 Avenue of the Americas New York, NY 10036	Ilene Merdinger (212) 345-1690 Direct (914) 924-1040 Cell (212) 948-8638 Fax ilene.merdinger@marsh.com Larry Walsh (212) 345-2765 Direct (917) 841-8839 Cell (212) 948-8638 Fax larry.walsh@marsh.com	(914) 924-1040	Public Relations. Crisis Management and Threat & Vulnerability Assessment
1255 23 rd Street NW Washington, D.C. 20037	Robert Wilkerson (202) 263-7920 Direct (202) 256-4931 Cell (202) 263-7900 Fax robert.wilkerson@marsh.com		
Robinson Lerer & Montgomery			
1345 Avenue of the Americas 4 th Floor New York, NY 10105	Michael Gross (646) 805-2003 Direct (646) 805-2000 Office (917) 853-0620 Cell (718) 788-5281 Home mgross@rlmnet.com Patrick S. Gallagher (646) 805-2007 Direct (646) 805-2000 Office (917) 328-9333 Cell (646) 805-2829 Fax (914) 232-4256 Home pgallagher@rlmnet.com	(646) 805-2000	Public Relations. Crisis Management and Threat & Vulnerability Assessment
Sard Verbinnen & Co.			
630 Third Avenue, 9 th Floor New York, NY 10017	George Sard (212) 687-8080 Office (212) 687-8344 Fax gsard@sardverb.com	(917) 750-4392	Public Relations. Crisis Management and Threat & Vulnerability Assessment

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83687 (1/10)
AH2831

2 - 13000

Page 4 of 7

39
AA001706

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Sard Verbinnen & Co. (cont.)			
190 S. LaSalle Street, Suite 1600 Chicago, IL 60603	Brad Wilks (312) 895-4740 Direct (312) 895-4700 Office (312) 895-4747 Fax bwilks@sardverb.com		
275 Battery Street, Suite 480 San Francisco, CA 94111	Paul Kranhold (415) 618-8750 Office (415) 568-9580 Fax pkranhold@sardverb.com		
Sitrick and Company, Inc.			
655 Third Avenue, 22 nd Floor New York, NY 10017	Jeffrey S. Lloyd (212) 660-6393 Direct (212) 573-6100 Office (310) 963-2850 Cell (212) 573-6165 Fax jeff_lloyd@sitrick.com	(310) 358-1011	Public Relations. Crisis Management and Threat & Vulnerability Assessment
1840 Century Park East, Suite 800 Los Angeles, CA 90067	Michael S. Sitrick (310) 788-2850 Direct (310) 788-2855 Fax mike_sitrick@sitrick.com		
The Rogers Group			
1875 Century Park East, Suite 300 Los Angeles, CA 90067	Lynne M. Doll (310) 552-4108 Direct (310) 552-6922 Office (310) 552-9052 Fax ldoll@rogerspr.com	(310) 552-6922	Public Relations. Crisis Management and Threat & Vulnerability Assessment
The Torrenzano Group			
The Lincoln Building 60 East 42 nd Street, Suite 2112 New York, NY 10165-2112	Richard Torrenzano (212) 681-1700 Ext. 111 Direct (212) 681-6961 Fax richard@torrenzano.com		Public Relations. Crisis Management and Threat & Vulnerability Assessment
	Edward A. Orgon (212) 681-1700 Ext. 102 Direct (917) 539-4000 Cell (212) 681-6961 Fax ed@torrenzano.com		

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83687 (1/10)
AH2831

2 - 13000

Page 5 of 7

40
AA001707

THE FOLLOWING NON-PUBLIC RELATIONS FIRMS ARE APPROVED CRISIS RESPONSE VENDORS:

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
Coventry Health Care, Inc.			
3200 Highland Ave. Downers Grove, IL 60515	Michael Lacroix (914) 223-4463 Cell (786) 513-7690 Fax jxlacroix@cvty.com	(888) 552-5378	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
D.A.R., Inc.			
4 Iris Drive Scarborough, Maine 04074	David W. Hunt (207) 415-0735 Direct (207) 883-0493 Home (207) 883-2436 Fax dhunt12348@aol.com	(207) 415-0735	Crisis Management, Global Investigative Services, Access to National & International Intelligence Agencies, Crisis Management, Threat and Vulnerability Assessment.
GAB Robbins North America, Inc.			
560 Peoples Plaza, Suite 215 Newark, Delaware 19702	Gail Oliver (302) 838-1684 Direct (302) 521-4985 Cell (302) 838-1685 Fax oliverg@gabrobbins.com		Claims Investigative Services, Appraisal Services, Emergency Claims Services and Loss Call Center Operations.
Lombardi Associates			
277 Fairfield Road, Suite 305A Fairfield, NJ 07004	Anthony Nastasi (973) 271-8928 Direct (800) 550-0095 Office (310) 552-9052 Fax anthony.nastasi@lombardiassociates.com	(877) 715-2440	Psychological Counseling, Medical Case Management, Medical Cost Projection and Containment.
Meagher & Geer, P.L.L.P.			
33 S. Sixth Street, Suite 4400 Minneapolis, MN 55402	Russell D. Melton (612) 371-1317 Direct (612) 338-0661 Office (612) 338-8384 Fax (612) 964-1882 Cell rmelton@meagher.com	(612) 347-9118	Crisis Management and Threat & Vulnerability Assessment

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83687 (1/10)
AH2831

2 - 13000

FIRM ADDRESS	CONTACT INFORMATION	EMERGENCY TELEPHONE	SERVICES OFFERED
T. J. Russo Consultants (Nationwide)			
99 Hillside Avenue, Suite X Williston Park, NY 11596	Michael W. Russo (516) 294-8644 Ext. 15 Direct (516) 747-1009 Fax (516) 456-3900 Cell mwrusso123@aol.com	(516) 456-3900	Fire Investigation and Analysis Services.

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 2 - 13000

83687 (1/10)
 AH2831

Page 7 of 7

42
 AA001709

ENDORSEMENT No. 5

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Policy with CrisisResponse®

Act of Terrorism Self-Insured Retention Endorsement

Solely with respect to any **Act of Terrorism**, this policy is amended as follows:

The **DECLARATIONS, ITEM 5. SELF-INSURED RETENTION** is amended to include the following additional Self-Insured Retention:

ACT OF TERRORISM SELF-INSURED RETENTION - \$1,000,000 Each **Occurrence** (As respects all liability covered under this policy arising out of any **Act of Terrorism**.) The **Act of Terrorism Self-Insured Retention** will not be reduced or exhausted by **Defense Expenses**.

ITEM 6. OF THE DECLARATIONS, PREMIUM AND PREMIUM COMPUTATION is amended to include the following:

ACT OF TERRORISM PREMIUM

Section IV. LIMITS OF INSURANCE, is amended to include the following additional provision:

The **Act of Terrorism Self-Insured Retention** applies whether or not there is any available **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**. If there is **Scheduled Underlying Insurance** or **Other Insurance** providing coverage to the **Insured**, amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for payment of the **Loss** may be applied to reduce or exhaust the **Act of Terrorism Self-Insured Retention**. However, in no event will amounts received through such **Scheduled Underlying Insurance** or **Other Insurance** for the payment of **Defense Expenses** reduce the **Act of Terrorism Self-Insured Retention**.

Section III. DEFENSE PROVISIONS, Paragraphs A. 1. and A. 2., and D. are deleted in their entireties, and Paragraph A. is replaced by the following:

- A. We will have no duty to defend any **Suit** against the **Insured**. We will, however, have the right, but not the duty, to participate in the defense of any **Suit** and the investigation of any claim to which this policy may apply. If we exercise this right, we will do so at our own expense.

Section VII. DEFINITIONS is amended to include the following additional definition:

Act of Terrorism means:

1. any act which is verified or recognized by the United States Government as an act of terrorism, including a certified "act of terrorism" defined by Section 102. Definitions., of the Terrorism Risk Insurance Act of 2002 and any revisions, amendments, or extensions thereto; or

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2 - 13000

83049 (3/06)
AH1721

Page 1 of 2

43
AA001710

2. the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate, coerce or harm a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Defense Expenses means any payment allocated to a specific loss, claim or **Suit** for its investigation, settlement or defense, including but not limited to:

1. Attorney's fees and all other investigation, loss adjustment and litigation expenses;
2. Premiums on bonds to release attachments;
3. Premiums on appeal bonds required by law to appeal any claim or **Suit**;
4. Costs taxed against the **Insured** in any claim or **Suit**;
5. Pre-judgment interest awarded against the **Insured**;
6. Interest that accrues after entry of judgment.

It is understood and agreed that if any other endorsement to this policy excludes terrorism liability arising in one or more specified countries, the provisions of such exclusion shall supersede this endorsement.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (in States Where Applicable)

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

83049 (3/06)
AH1721

2 - 13000

Page 2 of 2

44
AA001711

ENDORSEMENT No. 6

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

NEW YORK AMENDATORY ENDORSEMENT

Wherever used in this endorsement: 1)"Insurer" means the insurance company which issued this policy; and 2) "Insured" means the Named Corporation, Named Organization, Named Sponsor, Named Insured, Named Entity or Insured stated in the declarations page;

The policy is hereby amended as follows:

I. The Cancellation and When We Do Not Renew provisions are deleted and replaced by the following:

(a) CANCELLATION BY THE INSURED

This policy may be cancelled by the Insured by surrender of this policy to the Insurer or by giving written notice to the Insurer stating when thereafter such cancellation shall be effective. The Policy Period terminates at the date and hour specified in such notice, or at the date and time of surrender.

(b) CANCELLATION, NONRENEWAL AND CONDITIONAL RENEWAL BY THE INSURER

(i) If this policy has been in effect for sixty (60) or fewer days when cancellation notice is mailed, and this policy is not a renewal of a policy issued by the Insurer, then this policy may be cancelled by the Insurer by mailing or delivering to the Insured, and to his authorized insurance agent or broker, written notice stating when not less than twenty (20) days thereafter (fifteen (15) days thereafter if cancellation is because of one of the reasons for cancellation set forth in subsection (ii) below) the cancellation shall be effective. Notice of cancellation issued by the Insurer shall specify the grounds for cancellation.

(ii) If this policy has been in effect for more than sixty (60) days when notice of cancellation is mailed, or if this policy is a renewal of a policy issued by the Insurer, then this policy may be cancelled by the Insurer by mailing or delivering to the Insured, and to his authorized insurance agent or broker, written notice stating when not less than fifteen (15) days thereafter the cancellation shall be effective; however, such cancellation must be based on one or more of the following:

(A) nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured of the amount due;

(B) conviction of a crime arising out of acts increasing the hazard insured against;

(C) discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(D) after issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current Policy Period;

(E) material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(F) required pursuant to a determination by the New York Superintendent of Insurance that continuation of the present premium volume of the Insurer would jeopardize the Insurer's solvency or be hazardous to the interests of Insureds of the Insurer, its creditors or the public;

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69898 (9/06)
AH2373 2 - 13000

- (G) a determination by the New York Superintendent of Insurance that the continuation of the policy would violate, or would place the Insurer in violation of, any provision of the New York Insurance Law;
- (H) revocation or suspension of an Insured's license to practice his profession; or
- (I) where the Insurer has reason to believe that there is a probable risk or danger that the Insured will destroy or permit the destruction of the insured property for the purpose of collecting the insurance proceeds, provided, however, that:

- (1) a notice of cancellation on this ground shall inform the Insured in plain language that the Insured must act within ten days if review by the department of the ground for cancellation is desired pursuant to item (3) of this subparagraph (I);
- (2) notice of cancellation on this ground shall be provided simultaneously by the Insurer to the department; and
- (3) upon written request of the Insured made to the department within ten days from the Insured's receipt of notice of cancellation on this ground, the department shall undertake a review of the ground for cancellation to determine whether or not the Insurer has satisfied the criteria for cancellation specified in this subparagraph; if after such review the department finds no sufficient cause for cancellation on this ground, the notice of cancellation on this ground shall be deemed null and void.

Notice of cancellation by the Insurer shall specify the grounds for cancellation.

(iii)

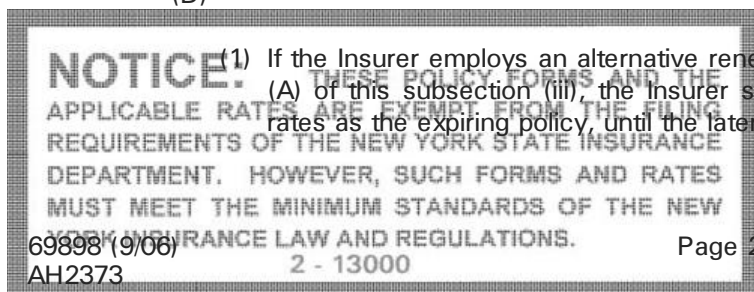
- (A) The Insurer shall mail to the Insured, and to his authorized insurance agent or broker, written notice indicating the Insurer's intention:

- (1) not to renew this policy;
- (2) to condition its renewal upon change of limits, change in type of coverage, reduction of coverage, increased deductible or addition of exclusions or upon increased premiums in excess of ten percent; (exclusive of any premium increase generated as a result of increased exposure units or as a result of experience rating, loss rating, or audit);
- (3) that the policy will not be renewed or will not be renewed upon the same terms, conditions or rates; such alternative renewal notice must be mailed or delivered on a timely basis and advise the Insured that a second notice shall be mailed at a later date indicating the Insurer's intention as specified in subparagraph (1) or (2) of this paragraph (A) and that coverage shall continue on the same terms, conditions and rates as expiring, until the later of the expiration date or sixty (60) days after the second notice is mailed or delivered; such alternative renewal notice also shall advise the insured of the availability of loss information and, upon written request, the request, the insurer shall furnish such loss information within ten (10) days to the insured.

- (B) A nonrenewal notice as specified in subparagraph (1), a conditional renewal notice as specified in subparagraph (2), and the second notice described in subparagraph (3) of paragraph (A) of this subsection (iii) shall contain the specific reason or reasons for nonrenewal or conditional renewal, and set forth the amount of any premium increase and nature of any other proposed changes.

- (C) The notice required by paragraph (A) of this subsection (iii) shall be mailed at least sixty (60) but not more than one hundred twenty (120) days in advance of the end of the Policy Period.

(D)



- (1) If the Insurer employs an alternative renewal notice as authorized by subparagraph (3) of paragraph (A) of this subsection (iii), the Insurer shall provide coverage on the same terms, conditions, and rates as the expiring policy, until the later of the expiration date or sixty (60) days after the mailing of

the second notice described in such subparagraph.

- (2) Prior to the expiration date of the policy, in the event that an incomplete or late conditional renewal notice or a late nonrenewal notice is provided by the Insurer, the Policy Period shall be extended, at the same terms and conditions as the expiring policy, except that the annual aggregate limit of the expiring policy shall be increased in proportion to the policy extension, and at the lower of the current rates or the prior period's rates, until sixty (60) days after such notice is mailed, unless the Insured elects to cancel sooner.
- (3) In the event that a late conditional renewal notice or a late nonrenewal notice is provided by the insurer on or after the expiration date of the policy, coverage shall remain in effect on the same terms and conditions of the expiring policy for another required policy period, and at the lower of the current rates or the prior period's rates unless the insured during the additional required policy period has replaced the coverage or elects to cancel, in which event such cancellation shall be on a pro rata premium basis.
- (iv) Nothing herein shall be construed to limit the grounds for which the Insurer may lawfully rescind this policy or decline to pay a claim under this policy.
- (v) Notice required herein to be mailed to the Insured shall be mailed to the Insured at the address shown in Item 1 of the Declarations.

Notice required herein to be mailed by the Insurer shall be sent by registered, certified or other first class mail. Delivery of written notice shall be equivalent to mailing.

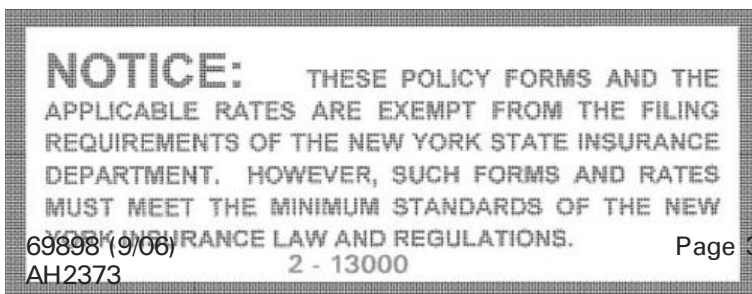
Proof of mailing of such notice as aforesaid shall be sufficient proof of notice. The Policy Period shall terminate at the effective date and hour of cancellation or nonrenewal specified in such notice.

- (vi) If this policy shall be cancelled by the Insured, the Insurer shall retain the customary short rate proportion of the premium hereon.

If this policy shall be cancelled by the Insurer, the Insurer shall retain the pro rata proportion of the premium hereon.

Payment or tender of any unearned premium by the Insurer shall not be a condition of cancellation, but such payment shall be made as soon as practicable.

All other terms, conditions and exclusions shall remain unchanged.



Christopher G. Kopser
Authorized Representative

ENDORSEMENT No. 7

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponseSM

Automobile Liability Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Automobile Liability

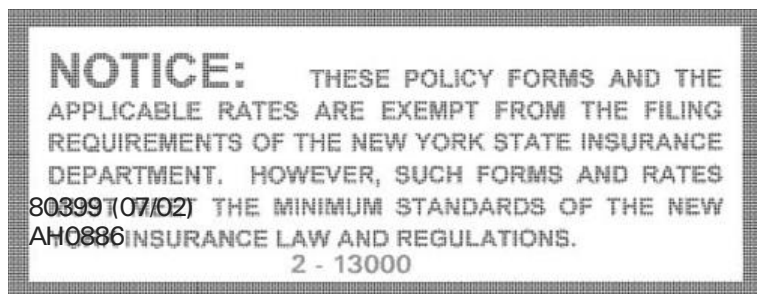
This insurance does not apply to any liability arising out of the ownership, maintenance, use or entrustment to others of any **Auto** owned or operated by or rented or loaned to any **Insured**. Use includes operation and loading and unloading.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)



ENDORSEMENT No. 8

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Employee Benefits Liability Follow Form Endorsement

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Employee Benefits Liability

This insurance does not apply to any liability arising out of:

1. any violation of any of the responsibilities, obligations or duties imposed upon fiduciaries by **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
2. any act, error or omission committed by or on behalf of the **Insured** solely in the performance of one or more of the following administrative duties or activities:
 - a. giving counsel to employees with respect to a **Plan**;
 - b. interpreting a **Plan**;
 - c. handling of records in connection with a **Plan**;
 - d. effecting enrollment, termination or cancellation of employees under a **Plan**; or
 - e. any claim against an **Insured** solely by reason of his, her or its status as an administrator, the **Plan** or you as sponsor of the **Plan**.

However, this exclusion will not apply only if and to the extent that coverage for such liability is provided by **Scheduled Underlying Insurance**.

Coverage under this policy for such liability will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and retentions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

Section VII. DEFINITIONS is amended to include the following additional definitions:

ERISA as used in this endorsement means the Employee Retirement Income Security Act of 1974 (including amendments relating to the Consolidated Omnibus Budget Reconciliation Act of 1985), and including any amendment or revisions thereto, or any similar common or statutory law of the United States, Canada or any state or jurisdiction anywhere in the world to which a **Plan** is subject.

Plan as used in this endorsement means any plan, fund or program established anywhere in the world, regardless of whether it is subject to regulation under Title 1 of **ERISA** or meets the requirements for qualification under Section 401 of the Internal Revenue Code of 1986, as amended and which is:

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2 - 13000

95124 (7/07)
AH2066

1 of 2

49
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1. a welfare plan, as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits;
2. a pension plan as defined in **ERISA** or any similar law regarding workers' compensation, unemployment insurance, Social Security or any government-mandated disability benefits; or
3. a combination of 1. and 2. above.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

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YORK INSURANCE LAW AND REGULATIONS.

95124 (7/07)
AH2066

2 - 13000

2 of 2

ENDORSEMENT No. 9

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Garage Keepers Legal Liability Exclusion Endorsement

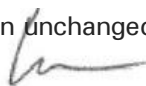
This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Garage Keepers Legal Liability

This insurance does not apply to any **Property Damage** to any **Auto** while such vehicle is on the **Insured's** premises or in any other way in the care, custody or control of the **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

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83080 (09/03)
AH1235

2 - 13000

ENDORSEMENT No. 10

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Commercial General Liability Limitation Endorsement

This policy is amended as follow:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

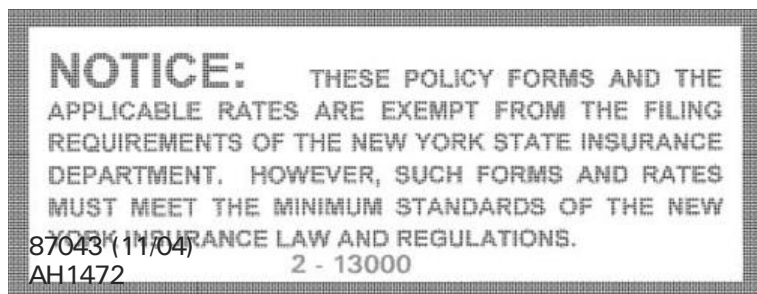
Commercial General Liability


This insurance does not apply to Commercial General Liability.

However, if insurance for Commercial General Liability is provided by a policy listed in **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions and exclusions remain unchanged.





Christopher G. Kopser
Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 11

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Lead Exclusion Endorsement

This policy is amended as follows:

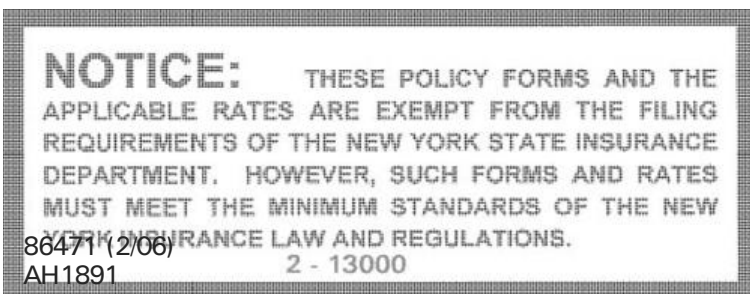
Section V. EXCLUSIONS is amended to include the following additional exclusion:

Lead

This insurance does not apply to any liability arising out of lead or the lead content of products.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supersede.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



A handwritten signature in black ink, appearing to read "Christopher G. Kopser".

Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 12

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Professional Liability Exclusion Endorsement

This policy is amended as follows:

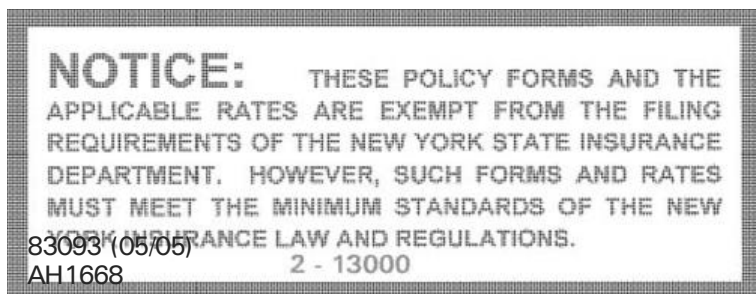
Section V. EXCLUSIONS is amended to include the following additional exclusion:

Professional Liability

This insurance does not apply to any liability arising out of any act, error, omission, malpractice or mistake of a professional nature committed by the **Insured** or any person for whom the **Insured** is legally responsible.

It is understood this exclusion applies even if the claims against any **Insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



A handwritten signature in black ink, appearing to be "Christopher G. Kopser".

Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 13

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Fungus Exclusion Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

This insurance does not apply to:

Bodily Injury, Property Damage or Personal Injury and Advertising Injury or any other loss, injury, damage, cost or expense, including, but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:

- a. Any **Fungus(i), Molds(s)**, mildew or yeast, or
- b. Any **Spore(s)** or toxins created or produced by or emanating from such **Fungus(i), Mold(s)**, mildew or yeast, or
- c. Any substance, vapor, gas, or other emission or organic or inorganic body or substance produced by or arising out of any **Fungus(i), Mold(s)**, mildew or yeast, or
- d. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbors, nurtures or acts as a medium for any **Fungus(i), Mold(s)**, mildew, yeast, or **Spore(s)** or toxins emanating therefrom.

Paragraphs a., b., c. and d. above apply regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that loss, injury, damage, cost or expense.

It is understood that to the extent any coverage may otherwise be provided under this policy or any of its endorsements, the provisions of this exclusion will supercede.

Section VII. DEFINITIONS is amended to include the following additional definitions:

Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group Fungi, lacking chlorophyll, and including molds, rusts, mildews, smuts and mushrooms.

Mold(s) includes, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce molds.

Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any **Fungus(i), Mold(s)**, mildew, plants, organisms or microorganisms.

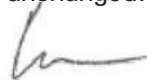
All other terms, definitions, conditions and exclusions of this policy remain unchanged.

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

82449 (06/03)
AH1257

2 - 13000

Page 1 of 1



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

55
AA001722

ENDORSEMENT No. 14

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponseSM

Foreign Liability Exclusion

This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Foreign Liability

This insurance does not apply to **Bodily Injury, Property Damage** or **Personal Injury and Advertising Injury** caused by an **Occurrence** that takes place outside the United States of America, its territories or possessions, Puerto Rico or Canada.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
804317 (07/02) THE MINIMUM STANDARDS OF THE NEW
AH0917 INSURANCE LAW AND REGULATIONS.
2 - 13000

ENDORSEMENT No. 15

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy With CrisisResponse®

Broad Form Named Insured Amendatory Endorsement

This policy is amended as follows:

Section VII. Definitions, Paragraph R. Named Insured is deleted in its entirety and replaced by the following:

Named Insured means:

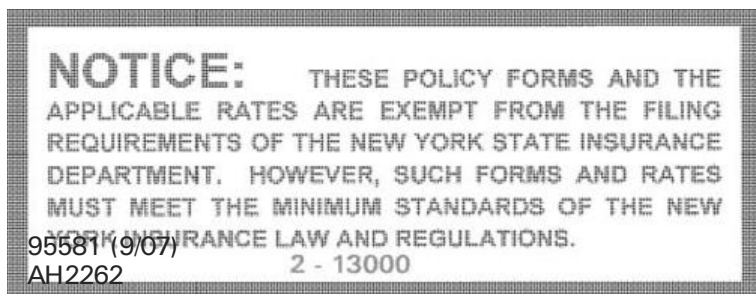
The person or organization first named as the **Named Insured** on the Declarations Page of this policy (the "First Named Insured"). **Named Insured** also includes:


1. any other person or organization named as a **Named Insured** on the Declarations Page;
2. any subsidiary or acquired company or corporation (including subsidiaries thereof) and any other legal entities (including joint ventures, limited liability companies and partnerships) in which:
 - a. any **Insured** named as the **Named Insured** on the Declarations Page has more than 50% ownership in; or
 - b. any **Named Insured** or its subsidiaries have entered into a contract or agreement to place insurance for each such entity; or
 - c. any **Named Insured** or its subsidiaries exercise management or financial control.

The insurance afforded under this endorsement shall not be subject to any requirement of **Section VII. Paragraph M.** that the partnership, joint venture, or limited liability company be shown as a **Named Insured** in Item 1. of the Declarations.

Notwithstanding any of the above, no person or organization is an **Insured** under this policy who is not an **Insured** under applicable **Scheduled Underlying Insurance**.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.





Christopher G. Kopser
Authorized Representative
or Countersignature (Where Applicable)

ENDORSEMENT No. 16

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Employers' Liability Exclusion Endorsement

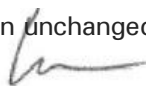
This policy is amended as follows:

Section V. EXCLUSIONS is amended to include the following additional exclusion:

Employers' Liability

This insurance does not apply to **Bodily Injury** to any employee of the **Insured** arising out of and in the course of the employee's employment by the **Insured**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

83070 (09/03)
AH1225

ENDORSEMENT No. 17

This endorsement, effective 12:01 AM: October 6, 2011

Forms a part of policy no.: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Liquor Liability Limitation Endorsement

This policy is amended as follows:

Section V. EXCLUSIONS, Paragraph M. is deleted in its entirety and replaced by the following:

M. Liquor Liability

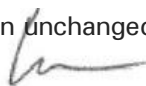
This insurance does not apply to **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:

1. causing or contributing to the intoxication of any person;
2. the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
3. any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

However, if insurance for such **Bodily Injury** or **Property Damage** is provided by a policy listed in the **Scheduled Underlying Insurance**:

1. This exclusion shall not apply; and
2. Coverage under this policy for such **Bodily Injury** or **Property Damage** will follow the terms, definitions, conditions and exclusions of **Scheduled Underlying Insurance**, subject to the **Policy Period**, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy. Provided, however, that coverage provided by this policy will be no broader than the coverage provided by **Scheduled Underlying Insurance**.

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

83085 (09/03)
AH1240

2 - 13000

FORMS SCHEDULE

Named Insured: THE RESTAURANT GROUP, ETAL

Policy Number: BE 25414413

Effective 12:01 AM: April 2, 2012

<u>End't. No.</u>	<u>Form Name</u>	<u>Form Number/ Edition Date</u>
18	AMENDATORY ENDORSEMENT (CHANGE OF ADDRESS)	95577 (09/07)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

CIFMSC
CI0226

ENDORSEMENT No. 18

This endorsement, effective 12:01 AM: April 2, 2012

Forms a part of policy no: BE 25414413

Issued to: THE RESTAURANT GROUP, ETAL

By: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Commercial Umbrella Liability Policy with CrisisResponse®

Amendatory Endorsement (Change of Address)

This policy is amended as follows:

DECLARATIONS, Item 1 is amended to read as follows:

NAMED INSURED: THE RESTAURANT GROUP, ETAL

MAILING ADDRESS: C/O JEANETTE STRANG
1350 AVENUE OF THE AMERICAS, SUITE 710
MANHATTAN, NY 10019

All other terms, definitions, conditions, and exclusions of this policy remain unchanged.



Christopher G. Kopser

Authorized Representative
or Countersignature (Where Applicable)

NOTICE: THESE POLICY FORMS AND THE
APPLICABLE RATES ARE EXEMPT FROM THE FILING
REQUIREMENTS OF THE NEW YORK STATE INSURANCE
DEPARTMENT. HOWEVER, SUCH FORMS AND RATES
MUST MEET THE MINIMUM STANDARDS OF THE NEW
YORK INSURANCE LAW AND REGULATIONS.
2 - 13000

95577 (9/07)
AH2299

EXHIBIT 2

EXHIBIT 2



ZURICH

COMMERCIAL INSURANCE

COMMON POLICY DECLARATIONS

Policy Number PRA 9829242-01

Renewal of Number PRA 9829242-00

Named Insured and Mailing Address

NEVADA PROPERTY I LLC
(SEE NAMED INSURED ENDT)
4285 POLARIS
LAS VEGAS NV 89103-4132

Producer and Mailing Address

MCGRIFF SEIBELS & WILLIAMS
5605 GLENRIDGE DR NE STE 300
ATLANTA GA 30342-1374

Producer Code 28020-000

Policy Period Coverage begins 11-01-2011 at 12 01 A M, Coverage ends 11-01-2012 at 12 01 A M

The name insured is ☐ Individual ☐ Partnership ☐ Corporation

☒ Other LIMITED LIABILITY COMPANY

This insurance is provided by one or more of the stock insurance companies which are members of the Zurich-American Insurance Group. The company that provides coverage is designated on each Coverage Part Common Declarations. The company or companies providing this insurance may be referred to in this policy as "The Company", we, us, or our. The address of the companies of the Zurich-American Insurance Group are provided on the next page.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE(S)

GENERAL LIABILITY COVERAGE
issued by ZURICH AMERICAN INSURANCE COMPANY
CRIME AND FIDELITY COVERAGE
issued by ZURICH AMERICAN INSURANCE COMPANY
BUSINESS AUTOMOBILE
issued by ZURICH AMERICAN INSURANCE COMPANY

PREMIUM \$

PREMIUM \$

PREMIUM \$

2
*
*

THIS PREMIUM MAY BE SUBJECT TO AUDIT

TOTAL \$

This premium does not include Taxes and Surcharges

SEE INSTALLMENT SCHEDULE

Taxes and Surcharges

TOTAL \$

The Form(s) and Endorsement(s) made a part of this policy at the time of issue are listed on the **SCHEDULE of FORMS and ENDORSEMENTS**

Countersigned this day of

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART FORM(S), FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY

11/28/2011 02:50 PM

U-GU-D-310-A (01/93)
Page 1 of 1

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W005478

MORA - 005369

AA001730⁶²



ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA
INCLUDED

*Any information required to complete this Schedule if not shown above will be shown in the Declarations

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA") as amended we are required to provide you with a notice disclosing the portion of your premium if any attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

C. Disclosure of \$100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed \$100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed \$5,000,000.

11/28/2011 02:50 PM

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U-GU-630-C (12/07)
Page 1 of 1

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MORA - 005370

W005479

AA001731⁶³

The total premium shown in the Declarations of this policy is made payable in installments, on the dates and in the amounts shown below

~~11/28/2011 02:50 PM~~

W005480

Policy Number
PRA 9829242-01

SCHEDULE OF FORMS AND ENDORSEMENTS

ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11
12 01 A M, Standard Time

Agent Name MCGRUFF SEIBELS & WILLIAMS

Agent No 28020-000

COMMON POLICY FORMS AND ENDORSEMENTS

U-GU-630-C	12-07	DISCLOSURE OF IMPORTANT INFO REL TO TRIA
U-GU-D-310-A	01-93	COMMON POLICY DECLARATIONS
U-GU-315-A	01-93	SCHEDULE OF INSTALLMENTS
U-GU-619-A CW	10-02	SCHEDULE OF FORMS AND ENDORSEMENTS
U-GU-319-F	01-09	IMPORTANT NOTICE - IN WITNESS CLAUSE
U-GU-621-A CW	10-02	SCHEDULE OF NAMED INSURED(S)
U-GU-618-A CW	10-02	SCHEDULE OF LOCATIONS
U-GU-1016-A CW	06-10	KNOWLEDGE BY POSITION OR DEPARTMENT
IL 00 17	11-98	COMMON POLICY CONDITIONS
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
IL 01 10	09-07	NEVADA CHGS-CONCEALMENT, MISREP OR FRAUD
IL 01 15	01-10	NEVADA CHANGES - DOMESTIC PARTNERSHIP
IL 02 51	09-07	NEVADA CHANGES-CANC & NONRENL
U-GU-298-B CW	04-94	CANCELLATION BY US
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 09 35	07-02	EXCL OF CERTAIN COMPUTER- RELATED LOSSES

GENERAL LIABILITY FORMS AND ENDORSEMENTS

U-GL-754-B	08-04	HOSPITALITY PROFESSIONAL LIAB INS COV
U-GL-849-B CW	08-04	EMPLOYEE BENEFITS LIABILITY-CLAIMS MADE
U-GL-915-C CW	08-04	FELLOW EMPLOYEE COVERAGE ENDORSEMENT
U-GL-917-C CW	08-04	INCIDENTAL MEDICAL MALPRATICE COV ENDT
U-GL-923-B CW	06-04	SILICA OR SILICA MIXED DUST EXCLUSION
U-GL-925-B CW	12-01	WAIVER OF SUBROGATION (BLANKET) ENDT
U-GL-D-1115-B CW	09-04	COMMERCIAL GL COVERAGE PART DECLARATIONS
U-GL-1113-A CW	10-02	COMM GENERAL LIABILITY COVERAGE SCHEDULE
U-GL-D-1036-B CW	09-04	LIQUOR LIABILITY COVERAGE PART DEC
U-GL-D-849-B CW	09-04	EMPLOYEE BENEFITS LIAB DEC - CLAIMS MADE
CG 00 01	12-07	COMMERCIAL GENERAL LIABILITY COV FORM
CG 00 33	12-07	LIQUOR LIABILITY COV FORM (OCCURRENCE)
UGL1171ACW	07-03	FUNGI OR BACTERIA EXCLUSION
U-GL-1175-C CW	07-10	ADDL INSD-AUTO-OWNERS LESSEES CONTRACTR
U-GL-1342-A CW	10-07	LEAD LIABILITY EXCLUSION
U-GL-1345-A	09-08	GL SUPPLEMENTAL COVERAGE ENDORSEMENT
U-GL-1352-A	09-08	GL SUPPLEMENTAL COVERAGE ENDT QUICK REF
U-GL-1178ACW	07-03	ASBESTOS EXCLUSION ENDORSEMENT
U-GL-505-A	01-93	LIQUOR LIABILITY COVERAGE PART SCHEDULE
U-GL-547-A (CW)	03-94	EMERGENCY MEDICAL TECHNICIANS LIAB OCCUR
UGL850ACW	07-96	DEDUCTIBLE ENDORSEMENT CLAIMS-MADE
CG 00 68	05-09	RECRDG AND DISTRB OF MATRL OR INFO EXCL
CG 20 05	11-85	ADDL INSD-CONTROLLING INT
CG 21 47	12-07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 55	09-99	TOTAL POLLUTION EXCL WITH HOSTILE FIRE

CRIME FORMS AND ENDORSEMENTS

CR DS 01	08-07	CRIME & FIDELITY DEC (COMRCL ENTITIES)
U-CR-107-A	05-02	COMMERCIAL CRIME COVERAGE SCHEDULE
CR 00 21	05-06	COMM'L CRIME COV FORM (LOSS SUSTAINED)
CR 04 11	08-07	GUESTS' PROPERTY
CR 35 35	08-07	INCL PROP IN CUSTODY OF LAUNDRY/CLEANER
CR 3511/28/2011 02:50 PM	08-07	INCREASE LIMIT OF INSURANCE PER GUEST

U-GU-619-A CW (10/02)

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MORA - 005372

W005481

AA001733⁶⁵

Policy Number
PRA 9829242-01

SCHEDULE OF FORMS AND ENDORSEMENTS
ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11
12 01 A M , Standard Time

Agent Name MCGRIFF SEIBELS & WILLIAMS

Agent No 28020-000

AUTOMOBILE FORMS AND ENDORSEMENTS

CA 20 54	10-01	EMPLOYEE HIRED AUTOS
U-CA-320-B	04-94	WVR OF TRNS OF RGHTS OF RECV AGNST OTHRS
U-CA-531-B	02-08	NOTICE REGARDING TERRORISM PREMIUM
U-CA-D-600B	06-10	BUSINESS AUTO DECLARATIONS
CA 00 01	03-10	BUSINESS AUTO COVERAGE FORM
CA 01 36	03-10	NEVADA CHANGES
CA 21 27	06-08	NEVADA UNINSURED MOTORISTS COVERAGE
CA 00 38	12-02	WAR EXCLUSION
CA 99 37	03-10	GARAGEKEEPERS COVERAGE
U-CA-424-D CW	08-05	COVERAGE EXTENSION ENDORSEMENT
CA 99 03	03-06	AUTO MEDICAL PAYMENTS COVERAGE
CA 01 21	02-99	LIMITED MEXICO COVERAGE
CA 20 48	02-99	DESIGNATED INSURED
CA 99 10	03-10	DRIVE OTHER CAR COV-BROAD COV NAMED IND
CA 99 44	12-93	LOSS PAYABLE CLAUSE
CA 99 33	02-99	EMPLOYEES AS INSUREDS

11/28/2011 02:50 PM

U-GU-619-A CW (10/02)

Insured Copy

W005482

MORA - 005373

AA001734⁶⁶



Important Notice – In Witness Clause

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s)

Nancy D. Mueller

President

Donna K. Kempf

Corporate Secretary

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready)

Zurich in North America
Customer Inquiry Center
1400 American Lane
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours 8am - 4pm [CT])
Email info.source@zurichna.com

11/28/2011 02:50 PM

U-GU-319-F (01/09)
Page 1 of 1

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MORA - 005374

W005483

AA001735⁶⁷

Policy Number
PRA 9829242-01

SCHEDULE OF NAMED INSURED(S)

ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11
12 01 A M , Standard Time

Agent Name MCGRIFF SEIBELS & WILLIAMS

Agent No 28020-000

NAMED INSURED

NEVADA PROPERTY I LLC
NEVADA PARENT 1 LLC
NEVADA MEZZ 1 LLC
NEVADA EMPLOYER LLC
AND ANY ORGANIZATION, OTHER THAN A PARTNERSHIP OR JOINT VENTURE, OVER
WHICH YOU MAINTAIN AN OWNERSHIP INTEREST OF MORE THAN 50% OF SUCH
ORGANIZATION AS OF THE EFFECTIVE DATE OF THIS PROGRAM

11/28/2011 02:50 PM

U-GU-621-A CW (10/02)

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W005484

MORA - 005375

AA001736⁶⁸

Policy Number
PRA 9829242-01

SCHEDULE OF LOCATIONS

ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11

12 01 A M , Standard Time

Agent Name MCGRIFF SEIBELS & WILLIAMS

Agent No 28020-000

Loc No	Bldg No	Designated Locations (Address, City, State, Zip Code)	Occupancy
001	001	3708 LAS VEGAS BLVD LAS VEGAS, NV 89109	HOTEL/CASINO
002	001	4285 POLARIS AVE LAS VEGAS, NV 89103	LEASED OFC SPACE
003	001	7180 POLLOCK DR STES 100 AND 140 LAS VEGAS, NV 89119	LEASED OFC SPACE
004	001	3485 W HARMON BLVD BLDG 1 LAS VEGAS, NV 89103	LEASED OFFICE
005	001	650 WHITE DR STE 280 LAS VEGAS, NV 89119	LEASED OFFICE
006	001	5170 BADURA AVE LAS VEGAS, NV 89118	LEASED OFC SPACE
007	001	6025 PROCYON ST. LAS VEGAS, NV 89118	LEASED WHSE SPACE
008	001	3200 WEST TOMPKINS AVE. LAS VEGAS, NV 89103	LEASED LAND EMPLOYEE PRKG
009	001	6283 S. VALLEY VIEW BLVD SUITE H LAS VEGAS, NV 89118	WAREHOUSE
010	001	6265 S. VALLEY VIEW BLVD SUITE I LAS VEGAS, NV 89118	WAREHOUSE
11/28/2011 02:50 PM			

U-GU-618-A CW (10/02)

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W005485

MORA - 005376

AA001737⁶⁹



ZURICH

Knowledge by Position or Department

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the

Business Auto Coverage Part

Commercial General Liability Coverage Part

Liquor Liability Coverage Part

Products/Completed Operations Liability Coverage Part

Railroad Protective Liability Coverage Part

SCHEDULE

Position or Department	RISK MANAGER

The following Condition is added

Knowledge By Your Employee

- 1 Knowledge of an "accident", "occurrence", offense, "injury", claim, "suit" or loss by your employee will not in and of itself be considered your knowledge of the "accident", "occurrence", offense, "injury", claim, "suit" or loss unless an employee who
 - a Holds a position, or
 - b Is a member of a department,shown in the Schedule of this endorsement receives such knowledge
- 2 This endorsement does not apply unless the Schedule of this endorsement indicates at least one Position or Department

All other terms and conditions of this policy remain unchanged

11/28/2011 02:50 PM

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U-GU-1016-A CW (06/10)

Page 1 of 1

W005486

MORA - 005377

70
AA001738

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions

A Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium, or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date
5. If this policy is cancelled we will send the first Named Insured any premium refund due. If we cancel the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund
6. If notice is mailed, proof of mailing will be sufficient proof of notice

B Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D Inspections And Surveys

1. We have the right to
 - a. Make inspections and surveys at any time,

- b. Give you reports on the conditions we find, and

- c. Recommend changes

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions
 - a. Are safe or healthful, or
 - b. Comply with laws, regulations, codes or standards

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators

E. Premiums

The first Named Insured shown in the Declarations

1. Is responsible for the payment of all premiums and
2. Will be the payee for any return premiums we pay

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Page 1 of 1 ☐

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71
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NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- 1 The insurance does not apply
 - A. Under any Liability Coverage, to "bodily injury" or "property damage"
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom,
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured", or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat
- 2 As used in this endorsement

"Hazardous properties" includes radioactive, toxic or explosive properties

"Nuclear material" means "source material", "special nuclear material" or "by-product material"

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Page 1 of 2



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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor"

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility"

"Nuclear facility" means

- (a) Any "nuclear reactor",
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste",

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste",

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material

"Property damage" includes all forms of radioactive contamination of property

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART – FARM PROPERTY – OTHER FARM PROVISIONS FORM – ADDITIONAL
COVERAGES, CONDITIONS, DEFINITIONS
FARM COVERAGE PART – LIVESTOCK COVERAGE FORM
FARM COVERAGE PART – MOBILE AGRICULTURAL MACHINERY
AND EQUIPMENT COVERAGE FORM
STANDARD PROPERTY POLICY

The **CONCEALMENT, MISREPRESENTATION OR
FRAUD** Condition is replaced by the following

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in
any case of

- 1 Concealment or misrepresentation of a material
fact, or

- 2 Fraud,
committed by an insured ("insured") at any time
and relating to a claim under this policy

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Page 1 of 1



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES – DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
 ELECTRONIC DATA LIABILITY COVERAGE PART
 FARM COVERAGE PART
 FARM UMBRELLA LIABILITY POLICY
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCT WITHDRAWAL COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

- A. All references to spouse shall include an individual who is in a domestic partnership recognized under Nevada law
- B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following
 "Family member" means a person related to the
 - 1 Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of such Named Insured's household, including a ward or foster child, or
 - 2 Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage – Broadened Coverage For Named Individual Endorsement is attached
- C With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following
 "Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of your household, including a ward or foster child

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Page 1 of 1



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NEVADA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the Cancellation Common Policy Condition

7 a Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons

- (1) Nonpayment of premium,
- (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against,
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder,
- (4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against,
- (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed,

- (6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public,

- (7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code

b Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date

B The following is added as an additional Condition and supersedes any other provision to the contrary

NONRENEWAL

- 1 If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date

If notice is mailed, proof of mailing will be sufficient proof of notice

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Page 1 of 2

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2 We need not provide this notice if

- a You have accepted replacement coverage,
- b You have requested or agreed to nonrenewal, or
- c. This policy is expressly designated as non-renewable

C. Notices

- 1 Notice of cancellation or nonrenewal in accordance with **A.** and **B** above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal
- 2. We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy

11/28/2011 02:50 PM

Page 2 of 2

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Docket 81344 Document 2021-05040

77
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COMMERCIAL INSURANCE

CANCELLATION BY US

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided by the following

BOILER AND MACHINERY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
FARM COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Number of Days' Notice 90

(If no entry appears above information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement)

For any statutorily permitted reason other than nonpayment of premium the number of days required for notice of cancellation, as provided in paragraph 2 of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement is increased to the number of days shown in the Schedule above

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U-GU-298-B CW (4/94)
Page 1 of 1

MORA - 005385

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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Page 1 of 1



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79
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following

COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
STANDARD PROPERTY POLICY

- A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage
- 1** The failure, malfunction or inadequacy of
 - a** Any of the following, whether belonging to any insured or to others
 - (1) Computer hardware, including micro-processors,
 - (2) Computer application software,
 - (3) Computer operating systems and related software,
 - (4) Computer networks,
 - (5) Microprocessors (computer chips) not part of any computer system, or
 - (6) Any other computerized or electronic equipment or components, or
 - b** Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1 a** of this endorsement,
- due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000
- 2** Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1** of this endorsement
- B** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results
- 1** In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy, or
 - 2** Under the Commercial Property Coverage Part
 - a** In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form, or
 - b** In a Covered Cause of Loss under the Causes Of Loss - Basic Form or the Causes Of Loss - Broad Form,
- we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss
- C** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1 a** and **A.1 b.** of this endorsement to correct any deficiencies or change any features

11/28/2011 02:50 PM

Hospitality Professional Liability Insurance Coverage

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the
Commercial General Liability Coverage Part

Schedule

Limit of Insurance \$ 1,000,000 Each Act, Error, or Omission

Location of Premises.
LOCATION 1/BUILDING 001

The provisions of this endorsement apply to all
"bodily injury" or "property damage" arising out of
the rendering or failure to render "hospitality pro-
fessional services"

Section I - Coverages

Coverage A., Bodily Injury and Property Damage Hospitality Professional Liability

1. Insuring Agreement.

- a We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion investigate any act, error or omission and settle any claim or "suit" that may result. But
- (1) The amount we will pay for damages is limited as described in Limits of Insurance (Section III) of this endorsement
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C

No other obligation or liability to pay sums or perform services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B

- b This insurance applies to "bodily injury" or "property damage" only if
- (1) The "bodily injury" or "property damage" is caused by an act, error, or omission arising out of the rendering or failure to render "hospitality professional services" at any **Location of Premises** designated in the **Schedule** of this endorsement
- (2) The "bodily injury" or "property damage" is caused by an act, error, or omission that takes place in the "coverage territory"
- (3) The "bodily injury" or "property damage" takes place during the policy period and
- (4) Prior to the policy period, no insured listed under Paragraph 1 of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an act, error or omission or claim, knew that the "bodily injury" or "property damage" had occurred in whole or in part. If such a listed insured or authorized "employee" knew prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation change or resumption of such "bodily injury" or "property damage" during or after the policy period will

11/28/2011 02:50 PM

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U-GL-754-B (8/04)
Page 1 of 3

MORA - 005388

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be deemed to have been known prior to the policy period

c "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1 of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an act, error or omission or claim includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period

d "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an act, error or omission or claim

(1) Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer.

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage" or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur

2 Exclusions

The following Additional Exclusions apply

This insurance does not apply to "bodily injury" or "property damage" arising out of

1 Services rendered or preparations products apparatus or other equipment used in violation of any Federal State, Municipal or other local law rule, or regulation, other than the failure by any insured to perform a predispositional patch or skin test,

2 Plastic surgery, chemical exfoliation or removal of warts, moles, or other growths,

3. The ownership, maintenance operation or use of any apparatus using electrical current for the removal of hair,

4 The combustion burning or explosion of articles or products of a flammable nature including but not limited to, combs blow dryers, and curling irons

5. Chiropody liposuction weight reducing treatments of the body or tanning beds

6. Any hair dye or coloring to eyelashes or eyebrows other than Roux Lash and Brow Tint, Spiros Coloura, or Mascara and Eyebrow Pencils

7. Any goods or products manufactured by bottled or rebottled by packaged or repackaged by you

or any other insured or sold under your label or any other insured's label,

8. The operation of a beauty school or barber school,

9 Any defect in or the ownership, maintenance, operation, or use of the building or "premises" where your business is conducted,

10. Any services rendered by an unlicensed operator if such a license is required by state or local law or any services rendered by any person under the age of 16 years

11. Any hair transplant services

12 Water or snow skiing, scuba diving parasailing, boating or sailing instructions,

13 Hang gliding bungee cord diving or propelling, or parachuting, or

14. Any body piercing tattoos or ear piercing

Section II - Who Is An Insured

Paragraph 2 of Section II, Who Is An Insured, is amended by the addition of the following

e Any person who enters into an agreement with you providing for the use of the "premises" or any part thereof by such person to render "hospitality professional services"

Section III - Limits of Insurance

With respect to coverage provided by this endorsement, paragraphs 1 and 2. of Section III, Limits of Insurance are replaced by the following

1 The Limit of Insurance shown in the Declaration or in the Schedule of this endorsement and the rules below fix the most we will pay regardless of the number of

a. Insureds,

b Claims made or "suits" brought, or

c Persons or organizations making claims or bringing "suits"

2. The General Aggregate Limit of Insurance is the most we will pay for all

a Medical expenses under Coverage C,

b. Damages under Coverages A and B, except for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and

c Damages arising from all acts errors or omissions covered by this endorsement

The following is added to paragraph 5 of Section III, Limits of Insurance

The Each Act, Error, or Omission Limit of Insurance shown in the Schedule of this endorsement is the most

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we will pay for all "bodily injury" and "property damage" arising from any one act, error, or omission or any series of related acts, errors or omissions to which this endorsement applies

Section IV - Commercial General Liability Conditions

For coverage provided under this endorsement, Condition 2 **Duties In The Event Of Occurrence, Offense, Claim, or Suit** paragraph a. is replaced by the following

2 a. Insured's Duties In The Event Of Bodily Injury, Property Damage, Claim, or Suit

You must see to it that we are notified as soon as practicable of any act, error or omission which may result in a claim. To the extent possible, notice should include

1. How, when and where the act, error or omission took place.
2. The names and addresses of any injured persons and witnesses and
3. The nature and location of any injury or damage arising out of the act, error, or omission

Paragraph 4., **Other Insurance**, of Section IV, is amended to add the following

This insurance is excess over any other insurance carried by the insured including individual coverage provided to any person who enters into an agreement with you providing for the use of the "premises" or any part thereof by such person to render "hospitality professional services"

Section V - Definitions

The following definitions are added

1 "Premises" means

- a. The portion occupied by you of the property located at the **Location of Premises** described in the **Schedule** of this endorsement and
- b. Any similar location which you acquire during the policy period if
 - (1) You notify us within 90 days after such acquisition or the end of the policy period whichever is earlier, and
 - (2) You have no other valid and collectible insurance applying to acts, errors or omissions arising out of "hospitality professional services" at that newly acquired location

2 "Hospitality professional services" means only the services of

- a. Barbers
- b. Beauticians,
- c. Manicurists
- d. Shampooers
- e. Massage therapists,
- f. Aerobics instructors
- g. Nutritionists,
- h. Lifeguards and
- i. Athletic instructors

including the use of any preparations or appliances in the rendering of such professional services

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U-GL-754-B (8/04)
Page 3 of 3

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MORA - 005390

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Employee Benefits Liability – Claims-Made Coverage Form

This Coverage Form provides *claims-made* coverage. Please read the entire form carefully.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us", and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotes have special meaning. Refer to the Definitions Section.

Section I. Coverage - Employee Benefit Liability

1. Insuring Agreement

- A. We will pay those sums that the "insured" becomes legally obligated to pay as damages because of an act, error, or omission in the "administration" of the "insured's" "employee benefit programs". We will have the right and duty to defend the "insured" against any suit seeking those damages. However, we will have no duty to defend the "insured" against any "suit" seeking damages for any act, error, or omission for which this insurance does not apply. We may at our discretion investigate any "claim" and settle any "suit" that may result, but:

- (1) The amount we pay for damages is limited as described in Section II - Limits of Insurance of this Coverage Part, and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Employee Benefit Liability coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments of this Coverage Part.

- B. (1) This insurance applies to an act, error or omission only if:
- a. A "claim" arising out of the act, error or omission is first made against any "insured" during the policy period,
 - b. The act, error or omission takes place in the "coverage territory",
 - c. The "insured" had no knowledge of and could not have reasonably foreseen any circumstances which might result in a "claim" or "suit", and
 - d. The act, error or omission did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period.

- (2) A "claim" will be deemed to have been made when notice of such claim is received and recorded by any "insured" or by us, whichever comes first. All "claims" for damages to the same person or organization will be deemed to have been made at the time the first of those "claims" is made against any "insured".

2. Exclusions

This insurance does not apply to:

- A. "Bodily injury", "property damage" or "personal and advertising injury"
- B. Any "claim" or "suit" arising out of any dishonest, fraudulent, criminal or malicious act
- C. Any "claim" or "suit" arising out of discrimination or humiliation
- D. Any "claim" or "suit" arising out of an insurer's or other provider's failure to perform its contract,
- E. Any "claim" or "suit" arising out of your failure to comply with any workers compensation, unemployment insurance, social security disability benefits law or similar laws
- F. Any "claim" or "suit" arising out of the failure of any of your "employee benefit plans" to meet obligations due to insufficient funds
- G. Any "claim" or "suit" arising out of:
 - (1) Advice given to any person to participate or not participate in a plan or program included in "employee benefit programs"
 - (2) The appointment of or failure to appoint, any investment manager, administrator, trustee, actuary, advisor, counsel, accountant, custodian or consultant

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U-GL-849-B CW (8/04)
Page 1 of 4

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MORA - 005391

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- (3) Any investment activity, including the management, administration or disposition of assets of your "employee benefit programs", or
- (4) Failure of any investment to perform as represented by any "insured"
- H. Any "claim" or "suit" arising out of an "insured's" liability as a fiduciary under
 - a. The Employee Retirement Income Security Act of 1974 (PL93-406) and its amendments, or
 - b. The Internal Revenue Code of 1986 (including the Internal Revenue Code of 1954) and its amendments

3. Supplementary Payments

We will pay in addition to the applicable Limits of Insurance, with respect to any "claim" we investigate or settle or "suit" we defend

- A. All expenses incurred by us all costs taxed against the "insured" in any "suit" defended by us and all interest on the full amount of any judgment which accrues after entry of the judgment and before we have paid or tendered or deposited in court, that part of the judgment which does not exceed the limit of our insurance
- B. Premiums on appeal bonds required and on bonds to release attachments in any "suit" We do not have to furnish these bonds
- C. All reasonable expenses incurred by the "insured" at our request to assist us in the investigation or defense of the "claim" or "suit" including actual loss of earnings up to \$250 a day because of time off from work
- D. Prejudgment interest awarded against the "insured" on that part of the judgment we pay If we make an offer to pay the applicable limit of insurance we will not pay any prejudgment interest based on that period of time after the offer

II. Limits of Insurance

- A. The Limits of Insurance shown in the Declarations and the rules below establish the most we will pay regardless of the number of
 - (1) "Insureds"
 - (2) "Claims" made or "suits" brought or
 - (3) "Employees" or dependents or beneficiaries of "employees" making "claims" or bringing "suits"
- B. The Aggregate Limit is the most we will pay for all damages because of all "claims" or "suits" arising from the "administration" of your "employee benefit programs" during the policy period

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- C. Subject to the Aggregate Limit provisions in B above, the Each Claim Limit is the most we will pay for all damages sustained by any one "employee", including the "employee's" dependents and beneficiaries, because of acts, errors, or omissions committed in the "administration" of your "employee benefit programs"
- D. The limits of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance

III. Conditions

A. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of our obligations

B. Duties in the Event of an Act, Error, Omission, Claim or Suit

- (1) Regardless of whether the loss exceeds any applicable deductible amount, you must see to it that we are notified as soon as practicable of any act error, or omission which may result in a "claim". To the extent possible notice should include
 - a. How when, and where the act error, or omission took place
 - b. The names and addresses of any injured "employee", dependents or beneficiaries of any "employee" and witnesses

Notice of an act error or omission is not notice of a "claim"

- (2) If a "claim" is received by any "insured", you must
 - a. Immediately record the specifics of the "claim" and the date received, and
 - b. Notify us as soon as practicable

You must see to it that we receive written notice of the "claim" as soon as practicable

- (3) You and any other involved "insured" must
 - a. Immediately send us copies of any demands notices summonses or legal papers received in connection with the "claim" or "suit"
 - b. Authorize us to obtain records and other information,

- c. Cooperate with us in the investigation settlement, or defense of the "claim" or "suit" and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury to which this insurance may also apply
- (4) No insureds will except at their own cost voluntarily make a payment assume any obligation or incur any expense without our consent

C Legal Action Against Us

No person or organization has a right

- (1) To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured", or
- (2) To sue us on this Coverage Part unless all of its terms have been fully complied with

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured" obtained after an actual trial, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us the "insured", and the claimant or the claimant's legal representative

D. Other Insurance

If other valid and collectible insurance is available to the "insured" for a loss we cover under this Coverage Part our obligations are limited as follows

(1) Primary Insurance

This insurance is primary except when 2 below applies. If this insurance is primary our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in 3, below

(2) Excess Insurance

This insurance is excess over any other insurance whether primary, excess, contingent, or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to an act, error, or omission on other than a claims-made basis if

- a. No Retroactive Date is shown in the Declarations of this insurance or
- b. The other insurance has a policy period which continues after the Retroactive Date if any, shown in the Declarations of this insurance

When this insurance is excess, we will have no duty to defend any "claim" or "suit" that any other insurer has a duty to defend. If no other insurer defends we will undertake to do so, but we will be entitled to the "insured's" rights against all those other insurers

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss if any, that exceeds the sum of

- i. The total amount that all such other insurance would pay for the loss in the absence of this insurance, and
- ii. The total of all deductible and self-insured amounts under all that other insurance

We will share the remaining loss if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part

(3) Method of Sharing

If all of the other insurance permits contribution by equal shares we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains whichever comes first

If any of the other insurance does not permit contribution by equal shares we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

E. Separation of Insureds

Except with respect to the Limits of Insurance and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies

- (1) As if each Named Insured were the only Named Insured, and
- (2) Separately to each "insured" against whom "claim" is made or "suit" is brought

F. Transfer Of Rights Of Recovery Against Others To Us

If the "insured" has rights to recover all or part of any payment we made under this Coverage Part, those rights are transferred to us. The "insured" must do nothing after loss to impair them. At our request, the "insured" will bring "suit" or transfer those rights to us and help us enforce them

IV. Definitions

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U-GL-849-B CW (8/04)
Page 3 of 4

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A. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters for the purposes of this definition

(1) Notices that are published include material placed on the Internet or on similar electronic means of communication, and

(2) Regarding web-sites only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement

B. "Administration" means

(1) Counseling "employees", including their dependents and beneficiaries with respect to "employee benefit programs",

(2) Handling records in connection with "employee benefit programs" or

(3) Effecting or terminating an "employee's" participation in a plan included in "employee benefit programs"

C. "Bodily injury" means bodily injury sickness or disease sustained by a person, including death resulting from any of these at any time

D. "Claim" means

The receipt by you of a demand for money or services which alleges an act, error or omission in the "administration" of your "employee benefit programs"

E. "Coverage territory" means

(1) The United States of America (including its territories and possessions) Puerto Rico and Canada or

(2) All parts of the world if the "insured's" responsibility to pay damages is determined in a "suit" on the merits in the territory described in E. 1. above or in a settlement to which we agree

F. "Employee" means

Your officers and employees, whether actively employed disabled, or retired

G. "Employee benefit programs" mean

Group life insurance group accident or health insurance, profit sharing plans pension plans, employee stock subscription plans workers compensation unemployment insurance, salary continuation plans, social security, disability benefits insurance savings plans vacation plans, or any other similar plans or programs

H. "Insured" means

You and any of your partners executive officers, directors, members, stockholders or "employees" provided such "employee" is authorized to act in the "administration" of your "employee benefit programs"

I. "Personal and advertising injury" means

Injury, including consequential "bodily injury" arising out of one or more of the following offenses

(1) False arrest, detention, or imprisonment

(2) Malicious prosecution

(3) The wrongful eviction from wrongful entry into or invasion of the right of private occupancy of a room dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor,

(4) Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods products, or services, or

(5) Oral or written publication in any manner of material that violates a person's right of privacy,

(6) The use of another's advertising idea in your "advertisement" or

(7) Infringing upon another's copyright trade dress or slogan in your "advertisement"

J. "Property damage" means

(1) Physical injury to tangible property, including all resulting loss of use of that property

(2) Loss of use of tangible property that is not physically injured

For the purposes of this insurance, electronic data is not tangible property

As used in this definition electronic data means information, facts or programs stored as or on created or used on or transmitted to or from computer software including systems and applications software hard or floppy disks, CD-ROMs, tapes, drives, cells data processing devices or any other media which are used with electronically controlled equipment

K. "Suit" means

A civil proceeding in which damages to which this insurance applies is alleged "Suit" includes

(1) An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent or

(2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent

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Fellow Employee Coverage Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

1. It is agreed that paragraph 2. a. (1) of **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following
 - (1) "Bodily injury" or "personal and advertising injury"
 - (a) To you, to your partners or members (if you are a partnership or joint venture) to your members (if you are a limited liability company),
 - (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) (a) above, or
 - (c) Arising out of his or her providing or failing to provide professional health care services

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Page 1 of 1

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Incidental Medical Malpractice Coverage Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

I. Sections 2.a.(1)(d) of Section II WHO IS AN INSURED are deleted and replaced by the following

2 Each of the following is also an insured

a. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees", other than either your "executive officers" (if you are an organization other than a partnership joint venture or limited liability company) or your managers (if you are a limited liability company) but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However none of these "employees" or "volunteer workers" are insured for

(1) "Bodily injury" or "personal and advertising injury"

(d) Arising out of his or her providing or failing to provide professional health care services except any "bodily injury" or "personal and advertising injury" arising out of

(1) medical or paramedical services to persons performed by any physician, dentist, nurse, emergency medical technician, paramedic or other licensed medical care person employed by you to provide such services or

(2) emergency cardiopulmonary resuscitation (CPR) or first aid services performed by any other employee of yours who is not a licensed medical professional

II. Any insurance coverage provided by this endorsement is excess over any other valid and collectible insurance

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Page 1 of 1

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Silica or Silica Mixed Dust Exclusion

Policy No	Eff. Date of Pol	Exp. Date of Pol	Eff. Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

Products-Completed Operations Liability Coverage Part

The following additional exclusion is added to **2 Exclusions of Section I. Coverages**

2. Exclusions

This insurance does not apply to

Silica or Silica Mixed Dust

- A "Bodily injury" "property damage" or "personal and advertising injury" caused directly or indirectly in whole or in part, by the actual alleged or threatened inhalation ingestion absorption, exposure to existence of or presence of "silica" or
- B Loss costs or expenses arising out of the abating, testing for, monitoring cleaning up, removing containing treating, detoxifying neutralizing remediating or disposing of or in any manner responding to or assessing the effects of "silica" by any insured or by any other person or entity
- C For the purposes of this exclusion, the following definition applies
"Silica" means
 - (1) Any form of crystalline or non-crystalline (amorphous) silica silica particles silica compounds, silica dust or silica mixed or combined with dust or other particles, or
 - (2) Synthetic silica including precipitated silica, silica gel, pyrogenic or fumed silica or silica-flour

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Page 1 of 1

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Waiver Of Subrogation (Blanket) Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**

If you are required by a written contract or agreement, which is executed before a loss to waive your rights of recovery from others we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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Page 1 of 1

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number PRA 9829242-01
ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Policy Period Coverage begins 11-01-2011 at 12:01 AM, Coverage ends 11-01-2012 at 12:01 AM

Producer Name MCGRIFF SEIBELS & WILLIAMS

Producer No 28020-000

Item 1 Business Description HOTEL & CASINO

Item 2 Limits of Insurance

GENERAL AGGREGATE LIMIT \$ 2,000,000

PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

EACH OCCURRENCE LIMIT \$ 1,000,000

DAMAGE TO PREMISES
 RENTED TO YOU LIMIT \$ 1,000,000 Any one premises

MEDICAL EXPENSE LIMIT \$ NOT COVERED Any one person

PERSONAL AND ADVERTISING INJURY LIMIT \$ 1,000,000 Any one person or organization

Item 3 Retroactive Date (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" offense which occurs before the Retroactive Date, if any, shown here NONE
 (Enter Date or "None" if no Retroactive Date applies)

Item 4 Form of Business and Location Premises

Form of Business LIMITED LIABILITY COMPANY

Location of All Premises You Own, Rent or Occupy See Schedule of Locations

Item 5 Schedule of Forms and Endorsements

Form(s) and Endorsement(s) made a part of this Policy at time of issue
 See Schedule of Forms and Endorsements

Item 6 Premiums

Coverage Part Premium \$ [REDACTED]

Other Premium

Total Premium \$ [REDACTED]

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U-GL-D-1115-B CW (9/04)

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Policy Number
PRA 9829242-01

COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE
ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11

12 01 A M , Standard Time

Agent Name MCGRIFF SEIBELS & WILLIAMS

Agent No 28020-000

Item 5 Location of Premises

Location of All Premises You Own, Rent or Occupy
See Schedule of Locations

Code No 18200	Premium Basis GROSS SALES/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$5,000,000	Rate	Premium
Classification SPAS OR PERSONAL ENHANCEMENT FACILITIES		\$ [REDACTED]	
		Products/Completed Operations	
		Rate	Premium
Code No 43990	Premium Basis PAYROLL/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$129,500,000	Rate	Premium
Classification GAMBLING - CASINOS		\$ [REDACTED]	
		Products/Completed Operations	
		Rate	Premium
Code No 58161	Premium Basis GROSS SALES/NEAREST THOUSAND	Premises/Operations	
Location 001/001	Exposure \$50,000,000	Rate	Premium
Classification RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES		\$ [REDACTED]	
		Products/Completed Operations	
		Rate	Premium
Code No 68706	Premium Basis SQUARE FEET/NEAREST THOUSAND	Premises/Operations	
Location 009/001	Exposure 7,535	Rate	Premium
Classification WAREHOUSES - PRIVATE - OTHER THAN NOT- FOR-PROFIT		\$ [REDACTED]	
		Products/Completed Operations	
		Rate	Premium

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MORA - 005400

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Policy Number
PRA 9829242-01

COMMERCIAL GENERAL LIABILITY COVERAGE SCHEDULE
ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11
12 01 A M, Standard Time

Agent Name MCGRIFF SEIBELS & WILLIAMS

Agent No 28020-000

Item 5. Location of Premises

Location of All Premises You Own, Rent or Occupy
See Schedule of Locations

Code No 68706	Premium Basis SQUARE FEET/NEAREST THOUSAND	Premises/Operations	
Location 010/001	Exposure 9,936	Rate	Premium
Classification WAREHOUSES - PRIVATE - OTHER THAN NOT- FOR-PROFIT		\$	
		Products/Completed Operations	
		Rate	Premium
Code No 44444	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification COVERAGE EXTENSION ENDT			
		Products/Completed Operations	
		Rate	Premium
Code No 92100	Premium Basis	Premises/Operations	
Location	Exposure 2971	Rate	Premium
Classification EMPLOYEE BENEFITS			
		Products/Completed Operations	
		Rate	Premium
Code No	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification TERRORISM - CAT			
		Products/Completed Operations	
		Rate	Premium
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U-GL-1113-A CW (10/02)

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MORA - 005401

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LIQUOR LIABILITY COVERAGE PART DECLARATIONS
ZURICH AMERICAN INSURANCE COMPANY

Policy Number
PRA 9829242-01

Named Insured NEVADA PROPERTY I LLC

Policy Period Coverage begins 11-01-11 at 12:01 AM, Coverage ends 11-01-2012 at 12:01 AM

Producer Name MCGRIFF SEIBELS & WILLIAMS

Producer No 28020-000

Item 1 Limits of Insurance

Aggregate Limit \$ 2,000,000

Each Common Cause Limit \$ 1,000,000

Item 2 Retroactive Date (CG 00 34 only)

Section I of this insurance does not apply to "injury" which occurs before the Retroactive Date, if any, shown here

(Enter Date or "None" if no Retroactive Date applies)

Item 3 Business Description and Location Premises

Form of Business

LIMITED LIABILITY COMPANY

Business Description

HOTEL & CASINO

Location of All Premises You Own, Rent or Occupy **See Schedule of Locations**

Item 4 Premium

Code No	Premium Basis	Premises/Operations	
Location	Exposure	Rate	Premium
Classification See Commercial General Liability Coverage Schedule		Products/Completed Operations	
		Rate	Premium

Item 5 Schedule of Forms and Endorsements

Form(s) and Endorsement(s) made a part of this Policy at time of issue
See Schedule of Forms and Endorsements

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MORA - 005402

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EMPLOYEE BENEFIT LIABILITY COVERAGE PART - CLAIMS MADE DECLARATIONS

Policy Number PRA 9829242-01

Named Insured NEVADA PROPERTY I LLC

Policy Period Coverage begins 11-01-2011 at 12:01 AM, Coverage ends 11-01-2012 at 12:01 AM

Producer Name MCGRIFF SEIBELS & WILLIAMS

Producer No 28020-000

Item 1 Limits of Insurance

\$ 2,000,000 Aggregate Limit

\$ 1,000,000 Each Claim Limit

Item 2 Form of Business

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

☒ Other

LLC

Item 3. Premium Schedule

Code No	Premium Basis (Estimated Number of Employees)	Rate	Advance Premium
<u>92100</u>	<u>2,971</u>	\$ _____ Per Employee	\$ <u>INCLUDED</u>
		\$ _____ Flat Charge	\$ _____

Total Advance Premium For This Coverage Part \$ INCLUDED

Audit Period ☒ Annual ☐ Semi-annual ☐ Quarterly ☐ Monthly

Forms And Endorsements Applicable To This Coverage Part

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Retroactive Date

NONE (Enter date or "None" if no Retroactive Date applies)

This insurance does not apply to damages caused by an act, error, or omission which occurred before the Retroactive Date, if any, shown above

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Page 1 of 1

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1 Insuring Agreement

- a We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance, and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b This insurance applies to "bodily injury" and "property damage" only if

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory",
- (2) The "bodily injury" or "property damage" occurs during the policy period, and
- (3) Prior to the policy period, no insured listed under Paragraph 1 of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1 of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer,
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage", or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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Page 1 of 16



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- e Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury"

2 Exclusions

This insurance does not apply to

a Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages

- (1) That the insured would have in the absence of the contract or agreement, or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged

c Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of

- (1) Causing or contributing to the intoxication of any person,
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol, or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages

d Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law

e. Employer's Liability

"Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of
 - (a) Employment by the insured, or
 - (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury

This exclusion does not apply to liability assumed by the insured under an "insured contract"

f Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants"

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests,

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured, or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire",

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste,

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for

(i) Any insured, or

(ii) Any person or organization for whom you may be legally responsible, or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor,

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor, or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"

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Page 3 of 16

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- (2) Any loss, cost or expense arising out of any

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants", or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority

g Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured

This exclusion does not apply to

- (1) A watercraft while ashore on premises you own or rent,
- (2) A watercraft you do not own that is
 - (a) Less than 26 feet long, and
 - (b) Not being used to carry persons or property for a charge,
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured,
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft, or

- (5) "Bodily injury" or "property damage" arising out of

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"

h Mobile Equipment

"Bodily injury" or "property damage" arising out of

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured, or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity

i War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of

- (1) War, including undeclared or civil war,
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

j. Damage To Property

"Property damage" to

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property,
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises,
- (3) Property loaned to you,
- (4) Personal property in the care, custody or control of the insured,

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations, or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III — Limits Of Insurance

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard"

k Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it

l Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard"

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor

m Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work", or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use

n Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of

- (1) "Your product",
- (2) "Your work", or
- (3) "Impaired property",

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it

o Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury"

p Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment

q Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law, or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information

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Page 5 of 16

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Exclusions c through n do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1 Insuring Agreement

a We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance, and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2 Exclusions

This insurance does not apply to

a Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury."

b Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement."

g Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement."

h Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement."

i Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement."

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is

- (1) Advertising, broadcasting, publishing or telecasting,
- (2) Designing or determining content of websites for others, or

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- (3) An Internet search, access, content or service provider

However, this exclusion does not apply to Paragraphs 14 a, b. and c. of "personal and advertising injury" under the Definitions Section

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting

k Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control

l Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers

m Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time

n Pollution-Related

Any loss, cost or expense arising out of any

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants", or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"

o War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of

- (1) War, including undeclared or civil war,
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

p Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law, or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information

COVERAGE C MEDICAL PAYMENTS

1 Insuring Agreement

- a We will pay medical expenses as described below for "bodily injury" caused by an accident

- (1) On premises you own or rent,
- (2) On ways next to premises you own or rent, or
- (3) Because of your operations, provided that

- (a) The accident takes place in the "coverage territory" and during the policy period,
- (b) The expenses are incurred and reported to us within one year of the date of the accident, and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for

- (1) First aid administered at the time of an accident,
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices, and
- (3) Necessary ambulance, hospital, professional nursing and funeral services

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Page 7 of 16

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2 Exclusions

We will not pay expenses for "bodily injury"

a Any Insured

To any insured, except "volunteer workers"

b Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured

c Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies

d Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law

e Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests

f Products-Completed Operations Hazard

Included within the "products-completed operations hazard"

g Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

- 1 We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend

- a All expenses we incur
- b Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds
- c The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds
- d All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work
- e All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured

- f Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance

These payments will not reduce the limits of insurance

- 2 If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met

- a The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract",

- b This insurance applies to such liability assumed by the insured,

- c The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract",

- d The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee,

- e The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee, and

- f The indemnitee

- (1) Agrees in writing to

- (a) Cooperate with us in the investigation, settlement or defense of the "suit",

- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit",

- (c) Notify any other insurer whose coverage is available to the indemnitee, and

- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee, and

- (2) Provides us with written authorization to

- (a) Obtain records and other information related to the "suit", and

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- (b) Conduct and control the defense of the indemnitee in such "suit"

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2 b (2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1 If you are designated in the Declarations as
- a An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner
 - b A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business
 - c A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers
 - d An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders
 - e A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees
- 2 Each of the following is also an insured
- a Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for
 - (1) "Bodily injury" or "personal and advertising injury"
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business,
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above,
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above, or
 - (d) Arising out of his or her providing or failing to provide professional health care services
 - (2) "Property damage" to property
 - (a) Owned, occupied or used by,
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company)

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Page 9 of 16



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- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager
 - c. Any person or organization having proper temporary custody of your property if you die, but only
 - (1) With respect to liability arising out of the maintenance or use of that property, and
 - (2) Until your legal representative has been appointed
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part
- 3 Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier,
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations

SECTION III – LIMITS OF INSURANCE

- 1 The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of
 - a. Insureds,
 - b. Claims made or "suits" brought, or
 - c. Persons or organizations making claims or bringing "suits"
- 2 The General Aggregate Limit is the most we will pay for the sum of
 - a. Medical expenses under Coverage **C**,
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and
 - c. Damages under Coverage **B**

- 3 The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard"
- 4 Subject to Paragraph 2 above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization
- 5 Subject to Paragraph 2 or 3 above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of
 - a. Damages under Coverage **A**, and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence"
- 6 Subject to Paragraph 5 above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner
- 7 Subject to Paragraph 5 above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1 Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part

2 Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include
 - (1) How, when and where the "occurrence" or offense took place,
 - (2) The names and addresses of any injured persons and witnesses, and

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- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense

b If a claim is made or "suit" is brought against any insured, you must

- (1) Immediately record the specifics of the claim or "suit" and the date received, and
(2) Notify us as soon as practicable

You must see to it that we receive written notice of the claim or "suit" as soon as practicable

c You and any other involved insured must

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit",
(2) Authorize us to obtain records and other information,
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply

d No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

3 Legal Action Against Us

No person or organization has a right under this Coverage Part

- a** To join us as a party or otherwise bring us into a "suit" asking for damages from an insured, or
b To sue us on this Coverage Part unless all of its terms have been fully complied with

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative

4 Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows

a Primary Insurance

This insurance is primary except when Paragraph **b** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c** below

b Excess Insurance

(1) This insurance is excess over

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work",

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner,

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner, or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers

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Page 11 of 16

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(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance, and

(b) The total of all deductible and self-insured amounts under all that other insurance

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part

c Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6 Representations

By accepting this policy, you agree

a The statements in the Declarations are accurate and complete,

b Those statements are based upon representations you made to us, and

c We have issued this policy in reliance upon your representations.

7 Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies

a As if each Named Insured were the only Named Insured, and

b Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9 When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1 "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition

a. Notices that are published include material placed on the Internet or on similar electronic means of communication, and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2 "Auto" means

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment, or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment"

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3 "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time

4 "Coverage territory" means

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada,
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a above, or
- c. All other parts of the world if the injury or damage arises out of
 - (1) Goods or products made or sold by you in the territory described in Paragraph a above,
 - (2) The activities of a person whose home is in the territory described in Paragraph a above, but is away for a short time on your business, or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a above or in a settlement we agree to

5. "Employee" includes a "leased worker" "Employee" does not include a "temporary worker"

6 "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document

7 "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be

8 "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous, or
- b. You have failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement

9 "Insured contract" means

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract",
- b. A sidetrack agreement,
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad,
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality,
- e. An elevator maintenance agreement,
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement

Paragraph f does not include that part of any contract or agreement

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing,
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage, or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities

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Page 13 of 16



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10 "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker"

11 "Loading or unloading" means the handling of property

a After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto",

b While it is in or on an aircraft, watercraft or "auto", or

c While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered,

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto"

12 "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment

a Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads,

b Vehicles maintained for use solely on or next to premises you own or rent,

c Vehicles that travel on crawler treads,

d Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted

(1) Power cranes, shovels, loaders, diggers or drills, or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers,

e Vehicles not described in Paragraph a, b, c or d above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment, or

(2) Cherry pickers and similar devices used to raise or lower workers,

f Vehicles not described in Paragraph a, b, c or d above maintained primarily for purposes other than the transportation of persons or cargo

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos"

(1) Equipment designed primarily for

(a) Snow removal,

(b) Road maintenance, but not construction or resurfacing, or

(c) Street cleaning,

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers, and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos"

13 "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions

14 "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses

a False arrest, detention or imprisonment,

b Malicious prosecution,

c The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor,

d Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services,

e Oral or written publication, in any manner, of material that violates a person's right of privacy,

f The use of another's advertising idea in your "advertisement", or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement"

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15 "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, re-conditioned or reclaimed.

16 "Products-completed operations hazard"

a Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except

(1) Products that are still in your physical possession, or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times

(a) When all of the work called for in your contract has been completed

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed

b Does not include "bodily injury" or "property damage" arising out of

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured,

(2) The existence of tools, uninstalled equipment or abandoned or unused materials, or

(3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit

17 "Property damage" means

a Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or

b Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18 "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes

a An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent, or

b Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent

19 "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20 "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21 "Your product"

a Means

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by

(a) You,

(b) Others trading under your name, or

(c) A person or organization whose business or assets you have acquired, and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products

b Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and

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Page 15 of 16

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(2) The providing of or failure to provide warnings or instructions

c Does not include vending machines or other property rented to or located for the use of others but not sold

22 "Your work"

a Means

(1) Work or operations performed by you or on your behalf, and

(2) Materials, parts or equipment furnished in connection with such work or operations

b Includes

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions

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LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – LIQUOR LIABILITY COVERAGE

1 Insuring Agreement

- a We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance, and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b This insurance applies to "injury" only if
- (1) The "injury" occurs during the policy period in the "coverage territory", and

- (2) Prior to the policy period, no insured listed under Paragraph 1 of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.

- d "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1 of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim

- (1) Reports all, or any part, of the "injury" to us or any other insurer,
- (2) Receives a written or verbal demand or claim for damages because of the "injury", or
- (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2 Exclusions

This insurance does not apply to

a Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

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c Employer's Liability

"Bodily injury" to

- (1) An "employee" of the insured arising out of and in the course of
 - (a) Employment by the insured, or
 - (b) Performing duties related to the conduct of the insured's business, or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury"

d Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect

e Your Product

"Injury" arising out of "your product" This exclusion does not apply to "injury" for which the insured or the insured's indemnities may be held liable by reason of

- (1) Causing or contributing to the intoxication of any person,
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol, or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages

f Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage

g War

"Injury", however caused, arising, directly or indirectly, out of

- (1) War, including undeclared or civil war,
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend

1. All expenses we incur
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance We do not have to furnish these bonds
- 3 All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work
- 4 All court costs taxed against the insured in the "suit" However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured
- 5 Prejudgment interest awarded against the insured on that part of the judgment we pay If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer
- 6 All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance
- 7 Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies

These payments will not reduce the limits of insurance

SECTION II – WHO IS AN INSURED

- 1 If you are designated in the Declarations as
 - a An individual, you and your spouse are insureds
 - b A partnership or joint venture, you are an insured Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business
 - c A limited liability company, you are an insured Your members are also insureds, but only with respect to the conduct of your business Your managers are insureds, but only with respect to their duties as your managers

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- d An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2 Each of the following is also an insured:

- a Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Injury"

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (a) or (b) above.

(2) "Property damage" to property

- (a) Owned or occupied by, or
- (b) Rented or loaned to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).

- b Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property, and
- (2) Until your legal representative has been appointed.

- c Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier, and
- b Coverage does not apply to "injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1 The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a Insureds,
 - b Claims made or "suits" brought, or
 - c Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
- 3 Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – LIQUOR LIABILITY CONDITIONS

1 Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

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Page 3 of 6



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2 Duties In The Event Of Injury, Claim Or Suit

- a You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include
 - (1) How, when and where the "injury" took place,
 - (2) The names and addresses of any injured persons and witnesses, and
 - (3) The nature and location of any "injury"
- b If a claim is made or "suit" is brought against any insured, you must
 - (1) Immediately record the specifics of the claim or "suit" and the date received, and
 - (2) Notify us as soon as practicable

You must see to it that we receive written notice of the claim or "suit" as soon as practicable
- c. You and any other involved insured must
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit",
 - (2) Authorize us to obtain records and other information,
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply
- d No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent

3 Legal Action Against Us

No person or organization has a right under this Coverage Part

- a To join us as a party or otherwise bring us into a "suit" asking for damages from an insured, or
- b To sue us on this Coverage Part unless all of its terms have been fully complied with

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured, but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative

4 Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows

a Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b below

b Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

5 Premium Audit

- a We will compute all premiums for this Coverage Part in accordance with our rules and rates
- b Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured

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- c The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request

6 Representations

By accepting this policy, you agree

- a. The statements in the Declarations are accurate and complete,
- b Those statements are based upon representations you made to us, and
- c We have issued this policy in reliance upon your representations

7 Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies

- a As if each Named Insured were the only Named Insured, and
- b Separately to each insured against whom claim is made or "suit" is brought

8 Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them

9 When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date

If notice is mailed, proof of mailing will be sufficient proof of notice

SECTION V – DEFINITIONS

1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time
- 2 "Coverage territory" means
 - a The United States of America (including its territories and possessions), Puerto Rico and Canada,
 - b International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph a above, or
- 3 "Employee" includes a "leased worker" "Employee" does not include a "temporary worker"
- 4 "Executive Officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document
- 5 "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support
- 6 "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business "Leased worker" does not include a "temporary worker"
- 7 "Property damage" means
 - a Physical injury to tangible property, including all resulting loss of use of that property All such loss of use shall be deemed to occur at the time of the physical injury that caused it, or
 - b Loss of use of tangible property that is not physically injured All such loss of use shall be deemed to occur at the time of the occurrence that caused it
- 8 "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged "Suit" includes
 - a An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent, or
 - b Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent
9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions
- c. All other parts of the world if the "injury" arises out of
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above, or
 - (2) The activities of a person whose home is in the territory described in Paragraph a above, but is away for a short time on your business

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a above or in a settlement we agree to

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10 "Your product"

a Means

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by
 - (a) You,
 - (b) Others trading under your name, or
 - (c) A person or organization whose business or assets you have acquired, and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products

b. Includes

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product", and
 - (2) The providing of or failure to provide warnings or instructions
- c Does not include vending machines or other property rented to or located for the use of others but not sold

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Fungi Or Bacteria Exclusion Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and paragraph 2. Exclusions of Coverage B – Personal And Advertising Injury Liability

2. Exclusions

This insurance does not apply to

Fungi or Bacteria

- A "Bodily injury" "property damage" or "personal and advertising injury" caused directly or indirectly by the actual, alleged or threatened inhalation of ingestion of, contact with, exposure to, existence of or presence of any
 - 1 "Fungi" or "bacteria" or
 - 2 Substance, vapor or gas produced by or arising out of any "fungi" or "bacteria"
- B Loss costs or expenses arising out of the abating testing for monitoring cleaning up, removing containing treating, detoxifying neutralizing remediating or disposing of or in any way responding to, or assessing the effects of, "fungi" or "bacteria" by any insured or by any other person or entity
- C For the purposes of this exclusion the following definitions are added
 - 1 "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins "spores" scents or byproducts produced or released by fungi
 - 2 "Spores" means reproductive bodies produced by or arising out of "fungi"
 - 3 "Bacteria" means any type or form of bacteria and any materials or substances that are produced or released by bacteria

This exclusion does not apply to any "fungi" or "bacteria" that are, are on, or are contained in an edible good or edible product intended for human or animal consumption

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U-GL-1171-AC W (07/03)
Page 1 of 1

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer No	Add'l Prem	Return Prem

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

- A.** Section II – **Who Is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement
- B.** The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I - **Coverage A - Bodily Injury And Property Damage Liability** and Section I - **Coverage B - Personal And Advertising Injury Liability**, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by
- 1 Your acts or omissions, or
 - 2 The acts or omissions of those acting on your behalf,
- and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement, performed for the additional insured person or organization
- C.** However, regardless of the provisions of Paragraphs **A.** and **B.** above
- 1 We will not extend any insurance coverage to any additional insured person or organization
 - a That is not provided to you in this policy, or
 - b That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement, and
 - 2 We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of
 - a The Limits of Insurance provided to you in this policy, or
 - b The Limits of Insurance you are required to provide in the written contract or written agreement
- D.** The insurance provided to the additional insured person or organization does not apply to "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including
- 1 The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, and
 - 2 Supervisory, inspection, architectural or engineering activities
- E.** The additional insured must see to it that
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim,
 - 2 We receive written notice of a claim or "suit" as soon as practicable, and

11/28/2011 02:51 PM

U-GL-1175-C CW (07/10)
Page 1 of 2

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- 3 A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F For the coverage provided by this endorsement

- 1 The following paragraph is added to Paragraph **4 a** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

- 2 The following paragraph is added to Paragraph **4 b** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**

This insurance is excess over

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G** This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

11/28/2011 02:51 PM

U-GL-1175-C CW (07/10)
Page 2 of 2

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121
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Lead Liability Exclusion

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Part

The following exclusion is added to Paragraph 2 Exclusions, of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2 Exclusions, of Coverage B - Personal And Advertising Injury Liability

This insurance does not apply to

Lead

- (1) "Bodily injury" "property damage" or "personal and advertising injury" arising out of resulting from caused by or related to the actual alleged or threatened
 - (a) Exposure to or existence of lead, paint containing lead or any other material product or substance containing lead, or
 - (b) Manufacture distribution sale resale re-branding installation, repair removal encapsulation abatement, replacement or handling of lead paint containing lead, or any other material product or substance containing leadwhether the lead is or was at any time airborne, ingested inhaled, absorbed transmitted in any fashion, or found in any form whatsoever or whether any other cause, event material product or substance contributed concurrently or in any sequence to the injury or damage ,
- (2) Any sums that any insured or other entity must pay, repay or reimburse because of any
 - (a) Request demand order or statutory or regulatory requirement that any insured or others test for sample, monitor clean up remove abate cover contain, treat mitigate or neutralize lead paint containing lead or any other material product or substance containing lead or in any way respond to, or assess the effects of lead in any form or
 - (b) Claim or "suit" for damages relating to testing for, sampling monitoring cleaning up, removing abating covering containing, treating mitigating or neutralizing lead paint containing lead, or any other material, product or substance containing lead or in any way responding to or assessing the effects of lead in any form
- (3) Any other loss cost or expense arising out of, caused by or relating in any way to lead

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U-GL-1342-A CW (10/07)
Page 1 of 1

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122
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General Liability Supplemental Coverage Endorsement



THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1 The following is added to Section II – Who Is An Insured

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it

- a Is newly acquired or formed during the policy period,
- b Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part, or
- c Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2 The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision

B. Newly Acquired or Formed Organizations as Named Insureds

1 Paragraph 3 of Section II – Who Is An Insured is replaced by the following

3 Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However

- a Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier,
- b Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, and
- c Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

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U-GL-1345-A (09/08)
Page 1 of 13

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123
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- 2 The last paragraph of Section II — Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision

C. Insured Status — Employees

Paragraph 2 a.(1) of Section II — Who Is An Insured is replaced by the following

2. Each of the following is also an insured

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for

(1) "Bodily injury" or "personal and advertising injury"

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business,
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above,
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above, or
- (d) Arising out of his or her providing or failing to provide professional health care services

However

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed

D. Additional Insureds — Lessees of Premises

Section II — Who Is An Insured is amended to include as an insured any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee

This provision does not apply

- (1) To liability arising out of such person's or organization's sole negligence, or

(2) After the person or organization ceases to lease or rent premises from you

E Additional Insured -- Vendors

The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard"

Section II -- Who Is An Insured is amended to include as an insured any person or organization (referred to below as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional provisions

1 The insurance afforded the vendor does not apply to

- a "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement,
- b Any express warranty unauthorized by you,
- c Any physical or chemical change in the product made intentionally by the vendor,
- d Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container,
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products,
- f Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product,
- g Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor, or
- h "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to

(1) The exceptions contained in Subparagraphs **d** or **f**., or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products

- 2 This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products
- 3 This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part

F Additional Insured -- Managers, Lessors or Governmental Entity

Section II -- Who Is An Insured is amended to include as an insured any person or organization who is a manager, lessor or governmental entity who you are required to add as an additional insured on this policy under a written contract, written agreement or permit, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by

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U-GL-1345-A (09/08)
Page 3 of 13

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125
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- a Your acts or omissions, or
 - b The acts or omission of those acting on your behalf, and
- resulting directly from

- a Operations performed by you or on your behalf for which the state or political subdivision has issued a permit,
- b Ownership, maintenance, occupancy or use of premises by you, or
- c Maintenance, operation or use by you of equipment leased to you by such person or organization

This provision does not apply

- a Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury",
- b To any person or organization
 - (1) For "bodily injury", "property damage" or "personal and advertising injury" arising out of its sole negligence,
 - (2) Included as an insured under Paragraph 3 of Section II – Who Is An Insured,
- c To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires,
- d To any
 - (1) Owners or other interests from whom land has been leased by you, or
 - (2) Managers or lessors of premises, if
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises,
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor, or
 - (c) The premises are excluded under this Coverage Part

G Damage to Premises Rented or Occupied by You

- 1 The last paragraph under Paragraph 2, **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

Exclusions c through n do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage to Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance

- 2 Paragraph 6. of **Section III – Limits Of Insurance** is replaced by the following

- 6 Subject to Paragraph 5 above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner

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H Broadened Contractual Liability

Definition 9 in **Section V – Definitions** is replaced by the following

9 "Insured contract" means

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement,
- c. Any easement or license agreement,
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality,
- e. An elevator maintenance agreement,
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f does not include that part of any contract or agreement

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications, or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage, or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (1) above and supervisory, inspection, architectural or engineering activities

I Definition – Specific Perils

The following definition is added to **Section V – Definitions**

"Specific perils" mean

- a. Fire,
- b. Lightning,
- c. Explosion,
- d. Windstorm or hail,
- e. Smoke,
- f. Aircraft or vehicles,
- g. Vandalism,
- h. Weight of snow, ice or sleet,
- i. Leakage from fire extinguishing equipment, including sprinklers, or

11/28/2011 02:51 PM

- J Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam

J Limited Contractual Liability Coverage – Personal and Advertising Injury

- 1 Exclusion e of **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following

2. Exclusions

This insurance does not apply to

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement

This exclusion does not apply to

- (1) Liability for damages that the insured would have in the absence of the contract or agreement, or
(2) Liability for "personal and advertising injury" if

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment,
(b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that *would be imposed by law in the absence of any contract or agreement*, and
(c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement, and
(ii) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged

2. Paragraph 2 d of **Section I – Supplementary Payments – Coverages A And B** is replaced by the following

- d The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee,

- 3 The following is added to the paragraph directly following Paragraph 2 f of **Section I – Supplementary Payments – Coverages A And B**

Notwithstanding the provisions of Paragraph 2 e (2) of **Section I – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance

11/28/2011 02:51 PM

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**

Paragraphs **1 b** and **1 d**. are replaced by the following

- b** Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

L. Broadened Property Damage

1 Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph **(6)** in Exclusion **J** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in **Section III – Limits Of Insurance**.

2 Elevator Property Damage

- a** The following is added to Exclusion **J** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b** The following is added to **Section III – Limits Of Insurance**

Subject to Paragraphs **2**, **3** and **5** above, the most we will pay under Coverage **A** for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3 Property Damage to Borrowed Equipment

- a** The following is added to Exclusion **J** of **Section I – Coverage A – Bodily Injury And Property Damage Liability**

Paragraph **(4)** of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b** The following is added to **Section III – Limits Of Insurance**

Subject to Paragraphs **2**, **3** and **5** above, the most we will pay under Coverage **A** for damages because of "property damage" to equipment you borrow from others at a jobsite is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion **a** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

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U-GL-1345-A (09/08)
Page 7 of 13

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129
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a Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

N. Definition – Bodily Injury

Definition 3 in **Section V – Definitions** is replaced by the following

- 3 "Bodily injury" means bodily injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O Insured Status –Amateur Athletic Participants

Section II – Who Is An Insured is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for

a "Bodily injury" to

- (1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities, or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities, or

b "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by

- (1) Your "employee", "volunteer worker" or any person you sponsor, or
- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company)

P Non-Owned Aircraft and Watercraft

Exclusion g of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following

g Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading"

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to

- (1) A watercraft while ashore on premises you own or rent,
- (2) A watercraft you do not own that is

(a) Less than 51 feet long, and

11/28/2011 02:51 PM

- (b) Not being used to carry persons for a charge,
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured,
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft,
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured, or
- (6) "Bodily injury" or "property damage" arising out of
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged, or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f (2) or f (3) of the definition of "mobile equipment"

Q Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

1 Definitions 10 and 19 in **Section V – Definitions** are replaced by the following

- 10 "Leased worker" means a person leased to you by a "labor leasing firm" under a written agreement between you and the "labor leasing firm", to perform duties related to the conduct of your business "Leased worker" does not include a "temporary worker"
- 19 "Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions "Temporary worker" does not include a "leased worker"

2 The following definition is added to **Section V – Definitions**

"Labor leasing firm" means any person or organization who hires out workers to others, including any

- a Employment agency, contractor or services,
- b Professional employer organization, or
- c Temporary help service

R. Definition – Mobile Equipment

Paragraph f of Definition 12 in **Section V – Definitions** is replaced by the following

- f Vehicles not described in Paragraph a , b , c or d. above maintained primarily for purposes other than the transportation of persons or cargo

However, self-propelled vehicles with the following types of permanently attached equipment, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos"

- (1) Equipment designed primarily for
 - (a) Snow removal,
 - (b) Road maintenance, but not construction or resurfacing, or

11/28/2011 02:51 PM

- (c) Street cleaning,
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers, and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment

S Definitions — Your Product and Your Work

Definitions 21 and 22, in **Section V — Definitions** are replaced by the following

21 "Your product"

- a Means
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by
 - (a) You,
 - (b) Others trading under your name, or
 - (c) A person or organization whose business or assets you have acquired, and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products
- b Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your product", and
 - (2) The providing of or failure to provide warnings or instructions
- c Does not include vending machines or other property rented to or located for the use of others but not sold

22. "Your work"

- a Means
 - (1) Work, services or operations performed by you or on your behalf, and
 - (2) Materials, parts or equipment furnished in connection with such work, services or operations
- b Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work", and
 - (2) The providing of or failure to provide warnings or instructions

T Priority Condition

The following paragraph is added to **Section III — Limits Of Insurance**

11/28/2011 02:51 PM

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order

- (a) You,
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees", and
- (c) Any other insured in any order that we choose

U Duties in the Event of Occurrence, Offense, Claim or Suit Condition

The following paragraphs are added to Paragraph 2, **Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions**

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1 of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V Other Insurance Condition

Paragraphs 4 a and 4 b (1) of the Other Insurance Condition of **Section IV – Commercial General Liability Conditions** are replaced by the following

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows

a Primary Insurance

This insurance is primary except when Paragraph **b** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c** below. This insurance is primary insurance as respects our coverage to the additional insured person or organization where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured. Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b Excess Insurance

(1) This insurance is excess over

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis

(i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work",

11/28/2011 02:51 PM

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U-GL-1345-A (09/08)
Page 11 of 13

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MORA - 005440

133
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- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner,
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner,
- (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g of Section I – Coverage A – Bodily Injury And Property Damage Liability, or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to

Equipment you borrow from others at a jobsite, or

Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy

- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis

W Unintentional Failure to Disclose All Hazards

Paragraph 6 **Representations** of Section IV – **Commercial General Liability Conditions** is replaced by the following

6. Representations

By accepting this policy, you agree

- a The statements in the Declarations are accurate and complete,
- b Those statements are based upon representations you made to us, and
- c We have issued this policy in reliance upon your representations

Coverage will continue to apply if you unintentionally

- a Fail to disclose all hazards existing at the inception of this policy, or
- b Make an error, omission or improper description of premises or other statement of information stated in this policy

You must notify us in writing as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part

11/28/2011 02:51 PM

X Waiver of Right of Subrogation

Paragraph 8 Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following

8 Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

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U-GL-1345-A (09/08)
Page 13 of 13

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W005551

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135
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ZURICH

**General Liability Supplemental Coverage Endorsement
Quick Reference**

	PAGE
A BROADENED NAMED INSURED	1
B NEWLY ACQUIRED OR FORMED ORGANIZATIONS AS NAMED INSURED	1
C INSURED STATUS – EMPLOYEES	2
D ADDITIONAL INSURED – LESSEES OF PREMISES	2
E ADDITIONAL INSURED – VENDORS	3
F ADDITIONAL INSURED – MANAGERS, LESSORS OR GOVERNMENTAL ENTITY	3
G DAMAGE TO PREMISES RENTED OR OCCUPIED BY YOU	4
H BROADENED CONTRACTUAL LIABILITY	5
I DEFINITION – SPECIFIC PERILS	5
J LIMITED CONTRACTUAL LIABILITY COVERAGE – PERSONAL AND ADVERTISING INJURY	6
K SUPPLEMENTARY PAYMENTS	7
L BROADENED PROPERTY DAMAGE	7
M EXPECTED OR INTENDED INJURY OR DAMAGE	7
N DEFINITION – BODILY INJURY	8
O INSURED STATUS – AMATEUR ATHLETIC PARTICIPANTS	8
P NON-OWNED AIRCRAFT AND WATERCRAFT	8
Q DEFINITIONS – LEASED WORKER, TEMPORARY WORKER AND LABOR LEASING FIRM	9
R DEFINITION – MOBILE EQUIPMENT	9
S DEFINITIONS – YOUR PRODUCT AND YOUR WORK	10
T PRIORITY CONDITION	10
U DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT CONDITION	11
V OTHER INSURANCE CONDITION	11
W UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS	12
X WAIVER OF RIGHT OF SUBROGATION	13
Y LIBERALIZATION CONDITION	13

11/28/2011 02:51 PM

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U-GL-1352-A (09/08)

Page 1 of 1

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MORA - 005443

136
AA001804

Asbestos Exclusion Endorsement

Policy No	Eff Date of Pol	Exp Date of Pol	Eff Date of End	Producer	Add'l Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the
Commercial General Liability Coverage Part

The following exclusion is added to paragraph 2 Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Coverage B - Personal And Advertising Injury Liability

2. Exclusions

This insurance does not apply to

Asbestos

- A "Bodily injury", "property damage" or "personal and advertising injury" arising out of or which would not have occurred, in whole or in part but for the actual alleged or threatened discharge, dispersal, release, leakage, leaching, friability, flaking, escape or presence of asbestos, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to the injury or damage or
- B. Any sums that any insured or other entity must pay, repay or reimburse because of any
 - 1 Request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos, or
 - 2 Claim or "suit" for damages arising out of or relating in any way to any request, demand, order, statutory or regulatory requirement, direction or determination that any insured or others test for, investigate, monitor, clean up, remove, study, contain, treat, encapsulate, control or take any other action regarding asbestos, or
- C Any other loss, cost or expense arising out of or relating in any way to asbestos

11/28/2011 02:51 PM

U-GL-1178-A CW (07/03)
Page 1 of 1

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137
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LIQUOR LIABILITY COVERAGE PART - SCHEDULE

Insurance for this coverage part provided by
ZURICH AMERICAN INSURANCE COMPANY

Prem No	Bldg No	Class Code	Exposure	Premium Base
001	001	58161	\$50,000,000	PER 1,000 OF GROSS SALES
Class Description RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES				
Rate			Premium	
[REDACTED]			\$ [REDACTED]	
Prem No	Bldg No	Class Code	Exposure	Premium Base
Class Description				
Rate			Premium	
Prem No	Bldg No	Class Code	Exposure	Premium Base
Class Description				
Rate			Premium	
Prem No	Bldg No	Class Code	Exposure	Premium Base
Class Description				
Rate			Premium	

11/28/2011 02:51 PM

U-GL-505-A (01/93)
Page 1
Last page

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MORA - 005445

138
AA001806

Emergency Medical Technicians Liability Endorsement - Occurrence



Policy No	Eff Date Of Pol	Exp Date Of Pol	Eff Date Of End	Producer	Addl Prem	Return Prem
					\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Named Insured

Address (including ZIP Code)

This endorsement modifies insurance provided under the

Commercial General Liability Coverage Form

1 Section I – Coverages is amended by the addition of the following

SECTION I – COVERAGE

COVERAGES D. MEDICAL INCIDENT LIABILITY

1. Insuring Agreement

- a We will pay those sums that the insured becomes legally obligated to pay as damages arising out of a "medical incident" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. We may at our discretion investigate any "medical incident" and settle any claim or "suit" that may result. But

(1) The amount we will pay for damages is limited as described in the LIMITS OF INSURANCE (SECTION III), and

(2) Our right and duty of defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or D or medical expenses under Coverage C

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under
SUPPLEMENTARY PAYMENTS –
COVERAGES A, B AND D

- b. This insurance applies to "medical incidents" only if

(1) The "medical incident" occurs in the "coverage territory" and

11/28/2011 02:51 PM

(2) The "medical incident" occurs during the policy period

2. Exclusions

All of the Exclusion applicable to Coverage A apply to Coverage D. In addition, the following Exclusions apply to Coverage D

This insurance does not apply to

- a. Any hospital or clinic (whether or not owned or operated by the Named Insured) or any "employee" volunteer, or independent contractor of such hospital or clinic

- b. Any physician or nurse,

- c. Any criminal, fraudulent or dishonest act or omission

- d. "Bodily injury" to

(1) An "employee" volunteer or independent contractor of the Named Insured whether or not arising out of and in the course of employment by the insured

(2) The spouse, child, parent, brother or sister of that "employee" or volunteer or an independent contractor as a consequence of (1) above

This exclusion applies

- (1) Whether the Named Insured may be liable as an employer or in any other capacity and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury"

2. SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is renamed SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D
References to SUPPLEMENTARY PAYMENTS – COVERAGES A AND B are changed to read SUPPLEMENTARY PAYMENTS – COVERAGES A, B AND D

3. Paragraph 2 a (1)(d) of Section II – WHO IS AN INSURED is replaced by the following

- (d) Arising out of his or her providing or failing to provide professional health care services other than while acting within the scope of his or her authority as an emergency medical technician as delegated pursuant to the insured's governmental function

4. The following paragraph is added to part 2 of Section II – WHO IS AN INSURED

- e. Any "employee" or volunteer of the named insured's fire ambulance or rescue services agency(ies) properly listed on the Named Insured's official roster as an emergency medical technician while acting within the scope of the authority granted to such "employee" or volunteer by such agency(ies) while responding to any Disaster Agency or Civil Defense call to duty

5 Additional Definition

The following is added to Section V – DEFINITIONS

Medical Incident

"Medical incident" means any act or omission in the furnishing or failure to furnish professional medical services by the insured or any person acting under the

personal direction, control, or supervision of the insured. Any such act or omission together with all related acts or omissions in the furnishing of such services to any one person shall be considered one "medical incident". "Medical incident" does not include any emotional, physical, or sexual abuse of any patient or professional medical care services recipient.

6. All references in the Commercial General Liability Coverage Part to Coverage A are corrected to read Coverages A and D. All references in the Commercial General Liability Coverage Part to Coverages A and B are changed to read Coverages A, B, or D.

7 Paragraph 2 of Section III, LIMITS OF INSURANCE, is replaced by the following

2 The General Aggregate Limit is the most we will pay for the sum of

- a. Medical expenses under Coverage C,
- b. Damages under Coverage A and Coverage D except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and
- c. Damages under Coverage B

8 Paragraph 5 of Section III, LIMITS OF INSURANCE, is replaced by the following

5. Subject to 2 and 3 above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of

- a. Damages under Coverages A and D, and
- b. Medical expenses under Coverage C

because of all "bodily injury", "property damage" and "property damage" and "medical incidents" arising out of one event or "occurrence"

11/28/2011 02:51 PM



Deductible Endorsement Claims-Made

Policy No	Exp Date of Pol	Elf Date of End	Agency No	Addl Prem	Return Prem

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the
Employee Benefits Liability Coverage Part

It is agreed that the following deductible provisions are added to the policy as respects the Employee Benefit Liability Coverage Part

Deductible: \$ \$1,000

- 1 The deductible amount stated above shall be deducted from the amount of all "claims" arising out of the same act error or omission. We shall be liable only for the difference between such deductible amount and the amount of insurance otherwise applicable on a per "claim" basis. The Aggregate Limit will not be reduced by the application of such deductible.

2. The terms of this Coverage Part apply regardless of the application of the deductible amount. This includes those terms with respect to
 - a. Our rights and duties with respect to the defense of "suits", and
 - b. The "insured's" duties in the event of an act, error, or omission or a "claim" or "suit"
3. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit". You shall promptly reimburse us for such part of the deductible amount as has been paid by us after we notify you of our action.

11/28/2011 02:51 PM

U-GL-850-A CW (7/96)

Page 1 of 1

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141
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RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion **q** of Paragraph 2 **Exclusions** of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following

2 Exclusions

This insurance does not apply to

q Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law,
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law,
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA), or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information

- B. Exclusion **p** of Paragraph 2 **Exclusions** of Section I – Coverage B – Personal And Advertising Injury Liability is replaced by the following

2 Exclusions

This insurance does not apply to

p Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law,
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law,
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA), or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information

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Page 1 of 1

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142
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTROLLING INTEREST

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization

DEUTSCHE BANK AG
60 WALL STREET
NEW YORK, NEW YORK 10005

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

- 1 WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability arising out of
 - a Their financial control of you, or
 - b Premises they own, maintain or control while you lease or occupy these premises
- 2 This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization

11/28/2011 02:51 PM

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Page 1 of 1 ☐

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143
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EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2 ,
Exclusions of Section I – Coverage A – Bodily In-
jury And Property Damage Liability:**

This insurance does not apply to

"Bodily injury" to

- (1) A person arising out of any
 - (a) Refusal to employ that person,
 - (b) Termination of that person's employment, or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defama-
tion, harassment, humiliation, discrimina-
tion or malicious prosecution directed at
that person, or
- (2) The spouse, child, parent, brother or sister of
that person as a consequence of "bodily injury"
to that person at whom any of the employment-
related practices described in Paragraphs (a),
(b), or (c) above is directed

This exclusion applies

- (1) Whether the injury-causing event described in
Paragraphs (a), (b) or (c) above occurs before
employment, during employment or after em-
ployment of that person,
- (2) Whether the insured may be liable as an em-
ployer or in any other capacity, and
- (3) To any obligation to share damages with or
repay someone else who must pay damages
because of the injury

**B The following exclusion is added to Paragraph 2 ,
Exclusions of Section I – Coverage B – Personal
And Advertising Injury Liability:**

This insurance does not apply to

"Personal and advertising injury" to

- (1) A person arising out of any
 - (a) Refusal to employ that person,
 - (b) Termination of that person's employment, or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defama-
tion, harassment, humiliation, discrimina-
tion or malicious prosecution directed at
that person, or
- (2) The spouse, child, parent, brother or sister of
that person as a consequence of "personal and
advertising injury" to that person at whom any
of the employment-related practices described
in Paragraphs (a), (b), or (c) above is directed

This exclusion applies

- (1) Whether the injury-causing event described in
Paragraphs (a), (b) or (c) above occurs before
employment, during employment or after em-
ployment of that person,
- (2) Whether the insured may be liable as an em-
ployer or in any other capacity, and
- (3) To any obligation to share damages with or
repay someone else who must pay damages
because of the injury

11/28/2011 02:51 PM

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Page 1 of 1



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144
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TOTAL POLLUTION EXCLUSION
WITH A HOSTILE FIRE EXCEPTION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2, Exclusions of Section
I - Coverage A - Bodily Injury And Property Damage
Liability is replaced by the following

This insurance does not apply to

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time

This exclusion does not apply to "bodily injury" or "property damage" arising out of heat smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated

- (a) At any premises, site or location which is or was at any time used by or for any insured or others for the handling storage disposal, processing or treatment of waste, or

- (b) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for monitor clean up, remove, contain, treat detoxify neutralize or in any way respond to or assess the effects of "pollutants"

- (2) Any loss, cost or expense arising out of any

- (a) Request demand order or statutory or regulatory requirement that any insured or others test for, monitor clean up, remove contain treat detoxify or neutralize or in any way respond to, or assess the effects of "pollutants", or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for monitoring cleaning up removing containing, treating detoxifying or neutralizing or in any way responding to, or assessing the effects of, "pollutants"

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Page 1 of 1 ☐

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ZURICH AMERICAN INSURANCE COMPANY

**CRIME AND FIDELITY COVERAGE
PART DECLARATIONS
(COMMERCIAL ENTITIES)**

The Crime And Fidelity Coverage Part (Commercial Entities) consists of this Declarations Form and the Commercial Crime Coverage Form

Coverage Is Written☒ Primary☐ Excess☐ Coindemnity☐ Concurrent**Employee Benefit Plan(s) Included As Insureds**

Insuring Agreements	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
1 Employee Theft	NOT COVERED	
2 Forgery Or Alteration	NOT COVERED	
3 Inside The Premises – Theft Of Money And Securities	NOT COVERED	
4 Inside The Premises – Robbery Or Safe Burglary Of Other Property	NOT COVERED	
5 Outside The Premises	NOT COVERED	
6 Computer Fraud	NOT COVERED	
7 Funds Transfer Fraud	NOT COVERED	
8 Money Orders And Counterfeit Money	NOT COVERED	

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted

If Added By Endorsement

Insuring Agreement(s)	Limit Of Insurance Per Occurrence	Deductible Amount Per Occurrence
SEE CRIME SCHEDULE		

Endorsements Forming Part Of This Coverage Part When Issued**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**

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Cancellation Of Prior Insurance Issued By Us
By acceptance of this Coverage Part you give us notice cancelling prior policy Nos
the cancellation to be effective at the time this Coverage Part becomes effective

Countersignature Of Authorized Representative
Name
Title
Signature
Date

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Policy Number
PRA 9829242-01

COMMERCIAL CRIME COVERAGE SCHEDULE

ZURICH AMERICAN INSURANCE COMPANY

Named Insured NEVADA PROPERTY I LLC

Effective Date 11-01-11
12 01 A M, Standard Time

Agent Name MCGRIFF SEIBELS & WILLIAMS

Agent No 28020-000

Location of Premises

Loc No 001 Bldg No 001

Limit of
Insurance

Deductible
Amount

☒ GUESTS' PROPERTY - IN SAFE DEP. BOXES

\$ 250,000 \$ 2,500

☒ GUESTS' PROPERTY - PREMISES

\$ 500,000 \$ 2,500

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Location of Premises

Loc No Bldg No

Limit of
Insurance

Deductible
Amount

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Location of Premises

Loc No Bldg No

Limit of
Insurance

Deductible
Amount

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COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E 1 k or E.1 l., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E 1 g.

1 Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2 Forgery Or Alteration

a We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are

(1) Made or drawn by or drawn upon you, or

(2) Made or drawn by one acting as your agent,

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b If you are sued for refusing to pay any instrument covered in Paragraph 2 a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

3 Inside The Premises – Theft Of Money And Securities

a We will pay for loss of "money" and "securities" inside the "premises" or "banking premises"

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises", or

(2) Resulting directly from disappearance or destruction.

b We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

4 Inside The Premises – Robbery Or Safe Burglary Of Other Property

a. We will pay for loss of or damage to "other property"

(1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian", or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary"

b We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.

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Page 1 of 14

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- c We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary"

5 Outside The Premises

- a We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction
- b We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery"

6 Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises"

- a To a person (other than a "messenger") outside those "premises", or
- b To a place outside those "premises"

7 Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account"

8 Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services

- a Money orders issued by any post office, express company or bank that are not paid upon presentation, or
- b "Counterfeit money" that is acquired during the regular course of business

B Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages

C Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance

D Exclusions

1. This insurance does not cover

a Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by

- (1) You, or
- (2) Any of your partners or "members", whether acting alone or in collusion with other persons

b Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations

c Acts Of Employees, Managers, Directors, Trustees Or Representatives

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives

- (1) Whether acting alone or in collusion with other persons, or
- (2) While performing services for you or otherwise,

except when covered under Insuring Agreement A.1

d Confidential Information

Loss resulting from

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists, or

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- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information

e Governmental Action

Loss resulting from seizure or destruction of property by order of governmental authority

f Indirect Loss

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property"
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance
- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance

g Legal Fees, Costs And Expenses

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2

h. Nuclear Hazard

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused

i Pollution

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed

j War And Military Action

Loss or damage resulting from

- (1) War, including undeclared or civil war,
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these

2 Insuring Agreement A.1. does not cover

a Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon

- (1) An inventory computation, or
- (2) A profit and loss computation

However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed

b Trading

Loss resulting from trading, whether in your name or in a genuine or fictitious account

c Warehouse Receipts

Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it

3 Insuring Agreements A.3, A.4 and A.5 do not cover

a Accounting Or Arithmetical Errors Or Omissions

Loss resulting from accounting or arithmetical errors or omissions

b Exchanges Or Purchases

Loss resulting from the giving or surrendering of property in any exchange or purchase

c Fire

Loss or damage resulting from fire, however caused, except

- (1) Loss of or damage to "money" and "securities", and
- (2) Loss from damage to a safe or vault

d Money Operated Devices

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device

e Motor Vehicles Or Equipment And Accessories

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them

f Transfer Or Surrender Of Property

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises"
 - (a) On the basis of unauthorized instructions,
 - (b) As a result of a threat to do bodily harm to any person,
 - (c) As a result of a threat to do damage to any property,
 - (d) As a result of a threat to introduce a denial of service attack into your computer system,
 - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system,
 - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods, or
 - (g) As a result of a threat to disseminate, divulge or utilize
 - (i) Your confidential information, or
 - (ii) Weaknesses in the source code within your computer system

- (2) But, this Exclusion does not apply under Insuring Agreement **A.5** to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you

- (a) Had no knowledge of any threat at the time the conveyance began, or
- (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat

g Vandalism

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief

h. Voluntary Parting Of Title To Or Possession Of Property

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property

4 Insuring Agreement A.6 does not cover

a Credit Card Transactions

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards

b Funds Transfer Fraud

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account"

c Inventory Shortages

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon

- (1) An inventory computation, or
- (2) A profit and loss computation

5 Insuring Agreement A.7 does not cover

COMPUTER FRAUD

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property"

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E. Conditions

The following Conditions apply in addition to the Common Policy Conditions

1 Conditions Applicable To All Insuring Agreements

a Additional Premises Or Employees

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations

b Concealment, Misrepresentation Or Fraud

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning

- (1) This insurance,
- (2) The property covered under this insurance,
- (3) Your interest in the property covered under this insurance, or
- (4) A claim under this insurance

c Consolidation – Merger Or Acquisition

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium, but

- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities

d Cooperation

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions

e Duties In The Event Of Loss

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1 or A.2) involves a violation of law, you must also notify the local law enforcement authorities
- (2) Submit to examination under oath at our request and give us a signed statement of your answers
- (3) Produce for our examination all pertinent records
- (4) Give us a detailed, sworn proof of loss within 120 days
- (5) Cooperate with us in the investigation and settlement of any claim

f Employee Benefit Plans

- (1) The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement A.1
- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement A.1 that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured

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Page 5 of 14

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- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement **A.1** is replaced by the following

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons

- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss
- (5) If two or more Plans are insured under this insurance, any payment we make for loss

- (a) Sustained by two or more Plans, or
- (b) Of commingled "funds" or "other property" of two or more Plans,

resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss

- (6) The Deductible Amount applicable to Insuring Agreement **A.1** does not apply to loss sustained by any Plan

g Extended Period To Discover Loss

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you

- (1) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans"

h. Joint Insured

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you
- (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date
- (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans"
- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss

i Legal Action Against Us

You may not bring any legal action against us involving loss

- (1) Unless you have complied with all the terms of this insurance,
- (2) Until 90 days after you have filed proof of loss with us, and
- (3) Unless brought within 2 years from the date you "discovered" the loss

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If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law

j. Liberalization

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance

k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate

(1) Loss Sustained Partly During This Insurance And Partly During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place

- (a) Partly during the Policy Period shown in the Declarations, and
- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest,

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance

(2) Loss Sustained Entirely During Prior Insurance

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided

- (a) This insurance became effective at the time of cancellation of the prior insurance, and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence"

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance

(3) In settling loss subject to this Condition

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us
- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance

We will not apply any other Deductible Amount that may have been applicable to the loss

- (4) The following examples demonstrate how we will settle losses subject to this Condition **E 1 k**:

EXAMPLE NO. 1

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B

POLICY A

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000

The amount of loss sustained under Policy A is \$2,500 and under Policy B is \$7,500

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Page 7 of 14

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The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss - \$5,000 deductible = \$0.00).
2. The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss - \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

EXAMPLE NO. 2

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

POLICY A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss - \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.
2. The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit - \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

EXAMPLE NO. 3.

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

POLICY C

Issued prior to Policy B. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

POLICY D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000, under Policy B is \$250,000, under Policy C is \$600,000 and under Policy D is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss - \$100,000 deductible = \$250,000).
2. The amount of loss sustained under Policy B (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy D as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is \$1,000,000.

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I. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided
 - (a) This insurance became effective at the time of cancellation of the prior insurance, and
 - (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence"
- (2) In settling loss subject to this Condition
 - (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance
 - (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance
- (3) The insurance provided under this Condition is subject to the following
 - (a) If loss covered under this Condition is also partially covered under Condition E 1 k, the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition E 1 k
 - (b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under
 - (i) This insurance as of its effective date, or
 - (ii) The prior cancelled insurance had it remained in effect

m Other Insurance

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows

(1) Primary Insurance

When this insurance is written as primary insurance, and

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss
- (b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds
 - (i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not, or
 - (ii) The Deductible Amount shown in the Declarations,whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance

(2) Excess Insurance

- (a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance
- (b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance

11/28/2011 02:51 PM

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Page 9 of 14

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157
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n Ownership Of Property; Interests Covered

The property covered under this insurance is limited to property

- (1) That you own or lease, or
- (2) That you hold for others whether or not you are legally liable for the loss of such property

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

o Records

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

p Recoveries

- (1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery.
 - (a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance,
 - (b) Second, to us in satisfaction of amounts paid in settlement of your claim,
 - (c) Third, to you in satisfaction of any Deductible Amount, and
 - (d) Fourth, to you in satisfaction of any loss not covered under this insurance.
- (2) Recoveries do not include any recovery
 - (a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit, or
 - (b) Of original "securities" after duplicates of them have been issued.

q Territory

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

r Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

s Valuation – Settlement

- (1) The value of any loss for purposes of coverage under this policy shall be determined as follows:
 - (a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America.
 - (i) At face value in the "money" issued by that country, or
 - (ii) In the United States of America dollar equivalent determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered."
 - (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered." We may, at our option:
 - (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or
 - (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities." However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:
 - i Market value of the "securities" at the close of business on the day the loss was "discovered", or
 - ii The Limit of Insurance applicable to the "securities"

11/28/2011 02:51 PM

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following

- (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose,
- (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property, or
- (iii) The Limit of Insurance applicable to the lost or damaged property

With regard to Paragraphs **s (1)(c)(i)** through **s (1)(c)(iii)**, we will not pay on a replacement cost basis for any loss or damage

- i. Until the lost or damaged property is actually repaired or replaced, and
- ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis

- (2) We will, at your option, settle loss or damage to property other than "money"
 - (a) In the "money" of the country in which the loss or damage occurred, or
 - (b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in *The Wall Street Journal* on the day the loss was "discovered"
- (3) Any property that we pay for or replace becomes our property

2. Conditions Applicable To Insuring Agreement A.1.

a Termination As To Any Employee

This Insuring Agreement terminates as to any "employee"

(1) As soon as

- (a) You, or
- (b) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee",

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you

(2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice

b. Territory

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition **E 1 q** for a period of not more than 90 consecutive days

3 Conditions Applicable To Insuring Agreement A.2

a Deductible Amount

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement **A.2**

b Electronic And Mechanical Signatures

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures

c Proof Of Loss

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss

11/28/2011 02:51 PM

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Page 11 of 14



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159
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d Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world Territory Condition E 1 q does not apply to Insuring Agreement A.2

4 Conditions Applicable To Insuring Agreements A.4 And A.5

a Armored Motor Vehicle Companies

Under Insuring Agreement A.5, we will only pay for the amount of loss you cannot recover

- (1) Under your contract with the armored motor vehicle company, and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company

b Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to

- (1) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles, or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them

5 Conditions Applicable To Insuring Agreement A.6

a Special Limit Of Insurance For Specified Property

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them

b Territory

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world Territory Condition E 1 q does not apply to Insuring Agreement A.6

F Definitions

- 1 "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository

- 2 "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine

- 3 "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor

- 4 "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance

5. "Employee"

a "Employee" means

(1) Any natural person

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee",
- (b) Who you compensate directly by salary, wages or commissions, and
- (c) Who you have the right to direct and control while performing services for you,

(2) Any natural person who is furnished temporarily to you

- (a) To substitute for a permanent "employee" as defined in Paragraph a (1), who is on leave, or
- (b) To meet seasonal or short-term work load conditions,

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises",

11/28/2011 02:51 PM

- (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a (2),
- (4) Any natural person who is
 - (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan", and
 - (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan",
- (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you,
- (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises",
- (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy, or
- (8) Any of your "managers", directors or trustees while
 - (a) Performing acts within the scope of the usual duties of an "employee", or
 - (b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf
- b "Employee" does not mean
Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5 a
- 6 "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto
- 7 "Forgery" means the signing of the name of another person or organization with intent to deceive, it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose
8. "Fraudulent instruction" means
 - a An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent,
 - b A written instruction (other than those described in Insuring Agreement A.2.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent, or
 - c An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent
- 9 "Funds" means "money" and "securities"
10. "Manager" means a person serving in a directorial capacity for a limited liability company
- 11 "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager"
- 12 "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises"
- 13 "Money" means
 - a Currency, coins and bank notes in current use and having a face value, and
 - b Travelers checks, register checks and money orders held for sale to the public
- 14 "Occurrence" means
 - a Under Insuring Agreement A.1 :
 - (1) An individual act,
 - (2) The combined total of all separate acts whether or not related, or

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Page 13 of 14

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161
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